Cabinet Office

Part of a Return to an Address of the Honourable the House of Commons dated 4 February 2026 relating to the appointment of Lord Mandelson as HM Ambassador to Washington

Volume I

HC 1774-I

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HC 1774-I

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HUMBLE ADDRESS: APPOINTMENT OF LORD MANDELSON AS HM AMBASSADOR TO WASHINGTON

That an humble Address be presented to His Majesty, that he will be graciously pleased to give directions to require the Government to lay before this House all papers relating to Lord Mandelson's appointment as His Majesty's Ambassador to the United States of America, including but not confined to the Cabinet Office due diligence which was passed to Number 10, the Conflict of Interest Form Lord Mandelson provided to the Foreign, Commonwealth and Development Office (FCDO), material the FCDO and the Cabinet Office provided to UK Security Vetting about Lord Mandelson's interests in relation to Global Counsel, including his work in relation to Russia and China, and his links to Jeffrey Epstein, papers for, and minutes of, meetings relating to the decision to appoint Lord Mandelson, electronic communications between the Prime Minister's Chief of Staff and Lord Mandelson, and between ministers and Lord Mandelson, in the six months prior to his appointment, minutes of meetings between Lord Mandelson and ministers in the six months prior to his appointment, all information on Lord Mandelson provided to the Prime Minister prior to his assurance to this House on 10 September 2025 that 'full due process was followed during this appointment', electronic communications and minutes of all meetings between Lord Mandelson and ministers, Government officials and special advisers during his time as Ambassador, and the details of any payments made to Lord Mandelson on his departure as Ambassador and from the Civil Service except papers prejudicial to UK national security or international relations which shall instead be referred to the Intelligence and Security Committee of Parliament.

APPROACH TO REDACTIONS

National Security / International Relations (Intelligence and Security Committee)

Material within this release was referred to the Intelligence and Security Committee of Parliament on the basis of the Government's view that it is prejudicial to UK national security or international relations, pursuant to the terms of the motion of the House of Commons of 4 February 2026 that a Humble Address be presented to His Majesty.

On 5 March 2026 the Committee considered redactions requested by the Government and directed that redactions be made on the basis that full publication of this information would be prejudicial to UK national security or international relations.

Other redactions

The Chief Secretary to the Prime Minister set out the following to the House on 23 February 2026:

"*I recognise that the House will want to know about the next steps around the publication of the remainder of the information relevant to the motion—the information that is not included in the first tranche. I would like to make it clear that for anything we publish, we will take our normal approach to publishing material in the House, such as regarding the redaction of junior officials' names and, where relevant, legal professional privilege*."

It is a longstanding practice across successive administrations that, when the government responds to a Humble Address motion, it has a responsibility to consider whether it is in the public interest to place information into the public domain. In line with successive administrations, this is done using the principles of the Freedom of Information Act, and in line with the Ministerial Code and the resolutions on ministerial accountability, passed by both Houses in 1997 which state that *"ministers should be as open as possible with Parliament, refusing to provide information only when disclosure would not be in the public interest, which should be decided in accordance with relevant statute*."

In line with this precedent, and outside the process for managing papers prejudicial to UK National security or international relations set out above, it has been necessary for the government to withhold a small, limited amount of information from this publication in order to protect certain public interest principles that have been maintained by successive governments:

- Individuals’ email addresses and phone numbers;
- The identities of junior civil servants;
- Personal data of third parties where this is not in scope of the motion; and
- Legal professional privilege.

A small amount of Peter Mandelson’s personal data has also been redacted: his home address, signature, and FCDO staff number.

It may also be necessary for the government to make further redactions in future publications based on other public interest principles, including commercially sensitive information.

In any future publications, the Government will, as above, set out the categories of redactions that have been made.

DOCUMENTS THAT MEET THE ABOVE REQUEST

1 - 11-11-2024 Advice to the Prime Minister

Box Note

TITLE: HMA Washington	
ACTION	
PS NOTE: Ailsa Terry and Nin Pandit	
DATE	**11/11/2024**

You asked for advice regarding the options for filling HMA Washington. The attached note from the Cabinet Secretary sets out the two main options: either an official or a political appointment.

- **An official appointment** gives you someone tried and tested, expert in diplomatic tradecraft and the US system. It also demonstrates confidence in our own system to the incoming Trump administration. If anything goes wrong (e.g. the leaks of UK diplomatic telegrams written by Kim Darroch leading to a strong reaction from Trump and Darroch's resignation) then it is arguably less destabilising for the Government to change an official Ambassador if this is required. But given how it may operate, an official may not be able to influence in the same way as a political appointee, although the current HMA Washington has made good inroads into the Trump team.
- **A political appointment** will ensure a strong connection with the PM and political priorities, and your recently appointed NSA. It will enable the Ambassador to operate at a more political level and engage differently across the US system. The individual concerned will need to operate as an Ambassador for the first time while also navigating a new US administration. If anything goes wrong, you could be more exposed as the individual is more connected to you personally.

When you have confirmed which route you would like to pursue, there will be a subsequent decision to take about when: (i) you choose to make the appointment and announce it; and (ii) the new Ambassador would take up their post. Key considerations are:

- HMA Washington finishes in January 2025. President Trump takes office on 21 January 2025.
- An external official appointment will involve running a campaign which will take some time, followed by HMTK approval. If it is a political appointment, you will need to confirm which candidate you want to pursue and PET will undertake the necessary due diligence. A letter will be needed from the Foreign Secretary to the PUS of FCDO making clear the decision is for a political appointment, then followed by approval from HMTK.
- The US administration needs to give its 'agrément'. A Biden administration may give 'agrément', but may wish to wait or consult the Trump transition team delaying the appointment. If the appointment is made once a Trump administration is in post, any approval may take some time whilst they get up and running.

On timing of the appointment and announcement, you will want to consider whether the announcement is made as soon as relevant clearances and agreement are secured, and whether the Ambassador starts before or after the inauguration. You could:

- Announce as soon as 'agrément' is secured, with the new Ambassador starting immediately prior to inauguration, or after inauguration to give time for the individual to get up to speed.
- Hold the announcement (though harder to achieve given media interest and speculation) until early 2025, and potentially after Trump takes office.

We will need to commission a full comms and handling plan given the media scrutiny of this appointment to date, perceptions about this and other recent appointments and the role of the Civil Service, and levels of

Box Note

interest in UK-US relations as we approach the incoming Trump administration. We will keep this tightly held. We should discuss this in further detail upon your return and make swift progress on next steps.

OUTER OFFICE COMMENTS	
DATE	

PRIME MINISTER COMMENTS	
DATE	

Box Note

Options for HMA Washington

To: Prime Minister

From: Simon Case, Cabinet Secretary

Context

HMA Washington is one of, if not the, most important overseas Ambassadorial post for HMG. This is due to the central importance of the relationship with the US to the UK's national interest. It is graded SCS4, equivalent to a Permanent Secretary.

HMA Washington has a large team of over 1000 UK based and locally engaged staff spread across the US presenting UK interests, composed of several Consulate Generals as well as the Embassy in Washington where most government departments have direct representation as well as many embedded within US institutions

Karen Pierce has been HMA Washington since March 2020 and is due to end her tour in January 2025. The next US Presidential inauguration will be on 20 January 2025. HMA Washington is usually a key link with the Whitehouse, USG departments and the Hill.

Options

There are two options on how to proceed, either an official or a political appointment.

Option 1 – Official Appointment – Following a full competition which included the First Civil Service Commissioner, THIRD PARTY was recruited to replace Karen Pierce in April 2024. Therefore, if you wanted to appoint an official, 3RD PARTY has been judged above the line by fair and open competition. THIRD PARTY was also found appointable by the same process.

If you did not want to appoint either THIRD PARTY we would have to articulate the justification for that view and re-run the competition, allowing existing Permanent Secretaries and Directors General to apply and possibly also opening the process up to candidates outside of the Civil Service.

Option 2 – Political Appointment - The second option would be to make a political appointment to the post (directly appointing a non Civil Servant to the post without a competition.) Within the UK Diplomatic network there is currently one political appointee serving as a Head of Mission: Ed Llewelyn is HMA Rome. He was appointed as HMA Paris by David Cameron in 2016 and as HMA Rome by Boris Johnson in 2022. Other recent examples include South Africa, where Paul Boateng was High Commissioner from 2005-2009, and Australia, where Valerie Amos was High Commissioner from 2009-10. For HMA Washington the precedent is the appointment of Peter Jay by Jim Callaghan in 1977.

If this is the route that you wish to take you should give us the name of the person you would like to appoint and we will develop a plan for them to acquire the necessary security clearances and do due diligence on any potential Conflicts of Interest or other issues of which you should be aware before confirming your choice. A letter is then needed from the Foreign Secretary to the PUS to FCDO formalising the decision to make a political appointment.

US handling and next steps

It is worth noting the role that the US Government has in agreeing to the appointment of our next ambassador and how we should manage this. All host governments need to provide their 'agrément' to the appointment of new ambassadors.

Once we have your steer on how you wish to proceed, whether an official[3RD PARTY] or otherwise) or a political candidate, we will work up a more detailed plan to implement it. This will include advice from the PUS at FCDO on how best to achieve smooth and successful handling of the US system.

Simon Case

11th November 2024

2 - 11-12-2024 Advice to the Prime Minister

Box Note

TITLE: HMA WASHINGTON	
DECISION	
PS NOTE – NIN PANDIT	
DATE	**11/12/2024**

You have been discussing the appointment of HMA Washington and have received advice previously on the routes that you could pursue – either an official or political appointment. You have expressed a preference for a political appointment and your Chief of Staff has discussed candidates with you with the lead candidate being Peter Mandelson.

We have sought a due diligence review from PET (enclosed) and your Chief of Staff has discussed Peter's relationship with Jeffery Epstein which we will go through with you, but your Director of Communications is satisfied with his responses to questions about contact.

Due diligence has also been sought on an alternative political candidate, also enclosed for reference.

Next steps, we will need to determine: (a) when you choose to make the appointment and announce it; and (b) when the new Ambassador would take up their post. The current HMA Washington finishes in January 2025 with President-elect Trump taking office on 21 January 2025. We will need a letter form the Foreign Secretary to the PUS of FCDO making clear the decision is a political appointment followed by approval from HMTK. The US administration needs to give its 'agrément'. A Biden administration may give 'agrément', but may wish to wait or consult the Trump transition team delaying the appointment. If the appointment is made once a Trump administration is in post, any approval may take some time whilst they get up and running.

We can discuss timing and sequencing once you have confirmed your decision.

OUTER OFFICE COMMENTS	
DATE	
PRIME MINISTER COMMENTS	
DATE	

Box Note

OFFICIAL SENSITIVE

Due diligence checklist

Peter Mandelson
HMA Washington

Checks conducted on 4 December 2024. Checks should not be considered exhaustive.

Key information

Professional and Financial Relationships	*Public speaking and writing engagements:* ● *Frequent paid engagements, primarily to investment and banking sectors (Greenbrook, Santander, Rokos Capital Management, Citi Macro Investment Conference, Barclays, Citigroup, DP World, Barclays, etc.)* ● *Uses Wilbury Limited as a trading company for remuneration purposes* ● ***To note - paid speaking engagements would have to cease if appointed HMA.*** *Global Counsel, President* ● *Strategic advice consultancy founded by Mandelson, of which he remains "President and Chairman of International Advisory Board". He continues to have "significant control", although he resigned his directorship in May 2024.* ● *High profile clients include TikTok, Shell, Accenture, the Premier League, JP Morgan, Santander, BP, Sizewell C, and Shein.* ○ ***Reputational risks could occur relating to any of these clients' dealings with the UK or USA government. Global Counsel did not declare any lobbying clients under the last quarter of the Sunak Administration, media reporting is noting the group's expansion since the election.*** ● *A 20% share of the company was sold to the Messina Group in April 2024 valuing the company at £30mn. Jim Messina is a former Obama aide who also advised the Remain campaign, David Cameron and Theresa May. Messina Group clients include Uber, Google, AirBnb and Amazon Pharmacy.* ● *Global Counsel is currently under investigation by the Registrar of Consultant Lobbyists for failing to disclose the Qatari Free Zones Authority as a client.* ● ***To note - the retained role and interest in Global Counsel would have to cease if appointed HMA, while the live ORCL investigation is a reputational risk.*** ● THIRD PARTY *Shareholdings in Technology Companies* ● *Moon Active (game developer); SeeTrue (AI security screening technology); BlueVoyant (cybersecurity)* *Roles in Financial Services Companies* ● *Member of Ventura Advisory Board (investments management firm)* ● *Recently resigned as a Non-Exec Director, Bank of London (fintech start-up facing regulatory and profitability concerns)* ● ***To note - may have to resign financial services roles pending a conflicts of interest assessment by the FCDO under the Diplomatic Service Regulations*** *Education and Cultural Roles* ● *Chancellor of Manchester Metropolitan University* ● *Member, Council of Management, Ditchley Foundation* ● *Former Advisor to the Design Museum*
Reputational Risks	*Twice resigned as a Labour Minister in the Blair/Brown administrations:* ● *Secretary of State for Northern Ireland, 1999-2001. Resigned after the 'passports-for-cash' scandal, where he lobbied the Home Office to grant*

citizenship for Srichand Hinduja, who was also sponsoring the Millennium Dome. He was subsequently cleared of wrongdoing by an independent inquiry.

- *Secretary of State for Trade and Industry, 1998. Resigned due to not declaring a £373,000 loan from Geoffrey Robinson, a Cabinet colleague, which was used to fund a property purchase.*
- ***To note - general reputational risk around previous departures from the New Labour Government, both relating to financial matters, including high-profile donors to government.***

Relationship with Jeffrey Epstein

- *A 2019 report commissioned by JPMorgan found that Epstein appeared to "maintain a particularly close relationship with Prince Andrew the Duke of York and Lord Peter Mandelson, a senior member of the British government".*
- *The report cited Epstein's personal records which showed contact beginning in 2002 and continuing throughout the 2000s.*
- *After Epstein was first convicted of procuring an underage girl in 2008, their relationship continued across 2009-2011, beginning when Lord Mandelson was Business Minister and continuing after the end of the Labour government. Mandelson reportedly stayed in Epstein's House while he was in jail in June 2009.*
- *In 2014 Mandelson also agreed to be a "founding citizen" of an ocean conservation group founded by Ghislaine Maxwell, and funded by Epstein.*
- *On reporting of the JP Morgan report, Lord Mandelson's spokesperson said "Lord Mandelson very much regrets ever having been introduced to Epstein. This connection has been a matter of public record for some time. He never had any kind of professional or business relationship with Epstein in any form."*
- *The Telegraph reported on these links extensively in January 2024 - https://www.telegraph.co.uk/news/2024/01/10/lord-mandelson-friendship-jeffrey-epstein-keir-starmer/*
- *A Labour Party spokesperson has previously commented saying "There are a whole range of people that Keir Starmer talks to. Obviously he talks to people who were part of the last Labour government, including Peter Mandelson."*
- *The Cabinet Office holds official records that are likely to be released by the National Archives early next year, which relate to a Tony Blair meeting with Epstein that was facilitated by Mandelson.*
- ***To note - general reputational risk***

Has suggested using Nigel Farage to better UK connections with the Trump administration:

- *Mandelson quoted saying of Farage, contrary to UKG policy: "You can't ignore him, he's an elected member of parliament. He's a public figure. He's a bridgehead, both to President Trump and to Elon Musk and others . . . National interest is served in all sorts of weird and wonderful ways."*

Seen as an advocate for closer UK-China relations

- *Mandelson gave a speech at the University of Hong Kong where he claimed that the rule of law and independence of the judiciary remain intact there. He argued the Conservatives' "cold shoulder" to Hong Kong was wrong and there should be a thaw in relations.*
- *He has long called for closer engagement with China and said of US-China relations in 2018: "It is absurd to imagine putting a country of such weight in the naughty corner" and "It is also necessary to recognise Mr Trump's behaviour for what it is: he is a bully and a mercantilist who thinks the US will gain in trade only when others are losing."*

Previous roles:

Political	*Board Member, Britain Stronger in Europe, 2016* *Secretary of State for Business, Innovation and Skills, 2008-2010, and First Secretary of State and Lord President of the Council, 2009-2010.* *European Commissioner for Trade, 2004-2008* *Secretary of State for Northern Ireland, 1999-2001* ● *Resigned after the 'passports-for-cash' scandal, where he lobbied the Home Office to grant citizenship for Srichand Hinduja, who was also sponsoring the Millenium Dome. He was subsequently cleared of wrongdoing by an independent inquiry.* ● *Secretary of State for Trade and Industry, 1998* ● *Resigned due to not declaring a loan from Geoffrey Robinson, a Cabinet colleague* ● *Minister without Portfolio, 1997-1998*
Non-Political	*Global Counsel, established 2010* *Other advisory roles, including for Lazard, Deutsche Bank, and Asia Pulp & Paper (the latter of which was a accused of illegal logging)*

Internet searches

- *Frequent news reporting on rumoured appointment as HMA Washington, on unsuccessful bid to become Chancellor of Oxford University, and on the work of Global Counsel (including the Messina Investment and ORCL investigation).*
- *Daily Mail reporting on links to Russia and China (https://www.dailymail.co.uk/news/article-14141611/can-labour-peter-mandleson-washington-farage.html):*
    - *"Mandelson served as a non-executive director of the Russian conglomerate Sistema, which is itself the majority shareholder of RTI, a defence technology company. RTI produced radar and satellite communications for Russia's land-based missile early warning system and its chairman was one Yevgeny Primakov, a Putin ally and former prime minister. Mandelson remained on the board until June 2017, long after Putin's annexation of Crimea in 2014."*
    - *"The website of Global Counsel still contains his flowery account of his October 2018 meeting with Chinese president Xi Jinping."*

FILE NOTE

NAME:
DATE:
PROPOSED ROLE:
ISSUES FLAGGED ●
ADVICE:

—----------

Scope of checks

- *Previous ministers' interests declarations*
- *MPs' Register of Interest*
- *ACOBA decisions*
- *Parliamentary Standards investigations*
- *Companies House*
- *Individual Insolvency Register*
- *Disqualified Company Directors*
- *Financial Services Register*
- *Removed Trustee Register*
- *DoDs*
- *Internet searches (including social media profiles where publicly available)*

PREM 49/2771:

'PRIME MINISTER. Prime Minister's international commitments: policy on foreign visitors; part 3',

15/03/2002 – 21/05/2002

This will not be released in the Archives until post appointment

Jonathan Powell

EMAIL

From: Peter Mandelson
Sent: 07 May 2002 16.16
To: 'Jonathan Powell'
Cc: JCS
Subject: Jeffrey Epstein

Do you remember when Clinton saw TB he said he wanted to introduce his travelling friend, Jeffrey Epstein, to TB ? This was frustrated – TB said at the time – in the office for reasons (he says) he was unclear about. I think TB would be interested in meeting Jeffrey, who is also a friend of mine, because Jeffrey is an active scientific catalyst/entrepreneur as well as someone who has his finger on the pulse of many worldwide markets and currencies. He is young and vibrant. He is safe (whatever that means) and Clinton is now doing a lot of travelling with him.

I mentioned to TB that Jeffrey is in London next week and he said he would like to meet him. I have ascertained from Jeffrey that he is flexible – he could be here anytime from Tuesday onwards to fit round the diary - but would obviously need to know reasonably quickly so as to re-schedule accordingly.

Can you let me know ?

Thanks.

Peter

File

PM

do you want to do this
we said he could only join you and
Clinton, because you wanted to see
Clinton by yourself. He pays for
Clinton's journeys. I know very little
more about him.

Temporarily Retained

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Can you let me know ?

Thanks.

Peter

F.U

PM

do you want to do this? we said no to [illegible] you [illegible] Clinton, because you wanted to see Clinton by yourself. He goes for Clinton's journeys. I know very little more about him.

07/05/2002

PREM 49/3326

'TRADE AND INDUSTRY. Meetings and correspondence with businessmen: part 3'

15/04/2002 – 28/01/2003

From: Matthew Rycroft
Date: 14 May 2002

PRIME MINISTER

cc: Jonathan Powell
Geoffrey Norris

JEFFREY EPSTEIN

Jeffrey Epstein is seeing you at 5pm today. He is a financial adviser to the super-rich and a property developer. He is a friend of Bill Clinton and Peter Mandelson.

The background on Epstein is that he is:

- **very rich**. He has a $30 million home in New York plus a 10,000 acre ranch in New Mexico and a villa in Palm Beach. He made his money working for billionaire Leslie Wexner who owns (among many other things) the lingerie firm Victoria's Secret.

- **close to the Duke of York**. He seems to have met Prince Andrew through Robert Maxwell's daughter Ghislaine with whom he has had an on-off relationship. He visited Sandringham and Windsor last year.

Peter says that Epstein now travels with Clinton and wants you to meet him. He thinks you would find worthwhile a conversation with him about **(a) science and (b) international economic and monetary trends**.

Matthew Rycroft

MATTHEW RYCROFT

RESTRICTED - PERSONAL

From: Matthew Rycroft
Date: 14 May 2002

PRIME MINISTER

cc: Jonathan Powell
Geoffrey Norris

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MATTHEW RYCROFT

Temporarily Retained

RESTRICTED - PERSONAL

3 - Letter from Principal Private Secretary to the Prime Minister

3 - Letter from Principal Private Secretary to the Prime Minister

10 DOWNING STREET
LONDON SW1A 2AA
www.gov.uk/number10

From the Principal Private Secretary

Dear Philip,

The Prime Minister has decided to appoint the Rt Hon the Lord Peter Mandelson to the post of HMA Washington.

Please would you take forward the necessary arrangements at pace. We would like to secure agrément as soon as possible to enable a handover in advance of the US inauguration.

I would be grateful if you would inform the current incumbent that the post will be filled by a political appointment. Please do not disclose the individual at this stage, until we have approval from HM The King.

We will need to ensure the utmost discretion throughout this process and agree the handling in advance and around the transition. Please work with Ailsa Terry to agree next steps.

NINJERI PANDIT

4 - 2024-12-18 Letter from Permanent Under-Secretary of the FCDO

Foreign, Commonwealth & Development Office

Sir Philip Barton KCMG OBE
Permanent Under-Secretary of State
King Charles Street
London
SW1A 2AH

Tel: PHONE NUMBER
Email: EMAIL

Sir Clive Alderton

Private Secretary to His Majesty The King

Buckingham Palace

[by email:]

18 December 2024

Dear Sir Clive,

POLITICAL APPOINTMENT AS HM AMBASSADOR TO WASHINGTON

The Prime Minister has indicated his intention to recommend, during this Parliament, a small number of political appointments to serve as His Majesty's Ambassadors overseas.

The Prime Minister now proposes such an appointment. I have discussed this with the Foreign Secretary, who agrees with the recommendation. Political appointees are rare in the British system but, in keeping with those appointed from within the Diplomatic or Civil Service, His Majesty's approval is required. May I request that you seek The King's approval for Lord Peter Mandelson as HM Ambassador to Washington?

Lord Mandelson would succeed Dame Karen Pierce in early 2025. I enclose a Curriculum Vitae for him.

Philip Barton

The Rt Hon Lord Mandelson is a member of the House of Lords and is a former UK Cabinet minister and First Secretary of State and Lord President of the King's Privy Council serving under prime ministers Tony Blair and Gordon Brown between 1997-2010.

He was successively Trade and Industry secretary, Northern Ireland secretary, implementing the Belfast Good Friday Agreement 1999-200, and Business, Innovation and Science secretary.

He was the UK member of the European Commission serving as the EU's chief external trade negotiator 2004-2008, negotiating trade agreements with countries on every continent and led European negotiations in the WTO Doha World Trade Round.

He was Member of Parliament for Hartlepool in the UK from 1992 until 2004 and Director of Campaigns and Communications for the Labour Party between 1985 and 1990 and directed Tony Blair's election campaign in 1997.

After leaving government in 2010, he co-founded Global Counsel, a public policy advisory business located in London, Brussels, Washington DC, Singapore and Doha. He is a member of the international advisory board of the BlueVoyant cyber security firm headquartered in Maryland.

Lord Mandelson is a Governor and Member of the Council of Management of the UK-US Ditchley Foundation. He has been a member of the British American Project since 1988 which promotes the global leadership roles of the US and the UK.

He was Chairman of the Design Museum in London 2017-23 and has been Chancellor of Manchester Metropolitan University 2016-24. He is a board member of the University of Oxford's Ertegun Graduate Scholarship Programme in the Humanities.

He writes occasionally for *The Times* and is co-host of the weekly *Times* radio podcast called *How to win an election.*

In 2010, Harper Collins published his autobiography *The Third Man.*

5 - 20-12-2024 Email from Private Secretary for Foreign Affairs

5 - 20-12-2024 Email from Private Secretary for Foreign Affairs

OFFICIAL-SENSITIVE - HR - MANAGEMENT

From: Ailsa Terry <EMAIL @no10.gov.uk>
Sent: 20 December 2024 11:30
To: EMAIL @global-counsel.com
Cc: Rochelle Fisher EMAIL @fcdo.gov.uk>; Philip Barton (PUS) EMAIL @fcdo.gov.uk>; Morgan McSweeney EMAIL @no10.gov.uk>; Ninjeri Pandit EMAIL @no10.gov.uk>; Helen Twist EMAIL @fcdo.gov.uk>
Subject: Congratulations + forms to fill in

OFFICIAL-SENSITIVE - HR - MANAGEMENT

OFFICIAL

Dear Peter

Congratulations on the new role! We are all really looking forward to working with you.

I understand you haven't received the attached forms yet which Morgan mentioned to you this morning. If you could fill them in and read the guidance that would be great.

I know you are speaking to Philip shortly, but we are here to help as needed.

Merry Christmas to you and yours.

Ailsa

Ailsa Terry CMG| Private Secretary for Foreign Affairs| Prime Minister's Office | 10 Downing Street, London, SW1A 2AA | T: PHONE NUMBER

Follow us online: www.gov.uk/fcdo

3 attachment ·

Guidance for UK-based and Country-based Staff and Special Advisers on the requirements for taking up paid or unpaid employment outside of the FCDO, whilst still employed by the FCDO or following retirement/resignation.

From: HR Directorate

First published: 20 April 2023

Last updated: 27 November 2024

Contents

Secondary employment

FCDO staff will normally be permitted to take up secondary employment providing it does not affect or impinge upon you or your work in the FCDO and, separately that, where appropriate its approval reflects the requirements of the government's Business Appointment Rules.

Circumstances which may be interpreted as affecting or impinging upon you or your work include any which:

- Require you, in the view of the FCDO, to work excessive additional hours
- Place UKBS in conflict with the Civil Service Management Code (CSMC), the Civil Service Code (CS Code) and, for the Diplomatic Service, the Diplomatic Service Code. CBS are also required to adhere to the principles of these Codes.
- Require the use of official information or experience
- Entail potential security risks (please email employment details to EMAIL @fcdo.gov.uk)
- Encroach on FCDO work time

- If you are UKBS serving overseas, contravene the Vienna Conventions on Diplomatic Relations or on Consular Relations

You must obtain written approval from your line manager before you accept any offer of secondary employment. You should also review the Business Appointment Rules for Civil Servants and, where applicable, complete a Conflicts of Interest declaration for your manager's approval. You and your line manager should consult HRDirect if you have any questions about assessing the effect of the employment on your FCDO work, or its compliance with the government Business Appointment Rules (BAR).

New FCDO employees must also comply with BAR and declare any relevant secondary employment through the Conflicts of Interest process.

For your own health and wellbeing, you should also make yourself aware of the Working Time Regulations 1998 to ensure you are not working an average of more than 48 hours per week.

Business Appointment Rules (BAR)

The Business Appointment Rules form part of the Civil Service Management Code and apply to all civil servants. Country-based Staff are also required to adhere to these principles, except where local law prevails.

All staff (UKBS and CBS) must report to their line manager any approach from an outside employer with an offer of an appointment or employment for which approval would be required under this guidance if they plan to follow up the offer.

Heads of Mission should seek advice from HR if they wish to work in the country of their last posting, or advise on it, or have dealings with companies based there within 6 months of departure from that Post.

Staff involved in procurement and/or commercial functions must report any job offer to their line manager immediately, whether or not they intend to follow it up, to ensure that relationships with suppliers and partner organisations remain on a proper footing.

Special advisers should report to the PS/PUS all offers of an appointment or employment received whilst they are employed as a special adviser.

UKBS - When a BAR application is needed

SCS3 and above (and equivalent, including special advisers of equivalent standing)

An application is required for any appointment or employment an individual wishes to take up during the two-year period after leaving FCDO employment.

SCS2 and SCS1 (and equivalent, including special advisers of equivalent standing)

An application is only required if individual circumstances match any outlined in the government guidance for any appointment or employment an individual wishes to take up during the two-year period after leaving FCDO employment.

AA-Grade 6 (and equivalent, including special advisers of equivalent standing)

An application is only required if individual circumstances match any outlined in the government guidance for any appointment or employment during the 12 months after leaving FCDO employment (two years in exceptional circumstances).

Completed BAR application forms should be submitted to
EMAIL @fcdo.gov.uk

Outside appointment on secondment or during SUPL

AA-SCS2 who are considering an appointment on outward secondment or during a period of unpaid leave (SUPL) should review the government Business Appointment Rules and, where appropriate, complete a conflicts of interest declaration. See also the Special Leave guidance.

Failure to follow BAR and guidance

Failure to follow the government Business Appointment Rules and this guidance may result in disciplinary action.

BAR applications - timescales

Within 20 days of receipt of a completed BAR application, HRDirect will:

For SCS3: Refer application to the Advisory Committee on Business Appointments (ACOBA). ACOBA aims to provide its advice to the Foreign Secretary within 20 working days of receipt of a fully completed application. Complex cases may take longer, but in such cases, the Committee's Secretariat will advise the FCDO.

For SCS2: Assess application and make a recommendation to the PUS.

For AA-SCS1: Assess application and make a decision.

Further information

Business Appointment Rules application form
Conflicts of Interest guidance
Gifts, Hospitality and Advantages guidance
CBS Staff policies and procedures
Advisory Committee on Business Appointments (ACOBA)
Civil Service Code of Management
Civil Service Code

Conflicts of Interest declaration

Purpose

The purpose of this form is to ensure the employee/potential employee carefully considers and then declares whether they have any actual, potential, or perceived conflicts of interest with the role they plan to undertake.

If any such conflicts are identified, this form requires measures to be set out to remove actual conflicts, and/or to mitigate risks related to potential or perceived conflicts. These measures require the agreement of a line manager (or, for employees currently on SUPL, their FCDO Business Manager).

Conflicts of interest

Conflicts of interest may include (without limitation), any personal or business interests (including direct and indirect financial interests), positions of employment, other appointments, or other positions of authority, that you or any party related to you have and which may influence your judgement in performing your role or may be perceived by a reasonable person as having scope to do so.

A 'party related to you' could include for example (but without limitation) a spouse/partner, a business partner, a close family member, or a person living in the same household as you or a close family member.

Guidance on completing this form can be found at the end. Please also refer to the FCDO's Conflicts of Interest policy and the government's Business Appointment Rules which remind Civil Servants of the principal considerations around potential conflicts of interest.

The information you provide to the FCDO on potential conflicts of interest will be held by the FCDO. Any relevant information could be disclosed by the FCDO to the public if necessary, under the requirements of the FOI Act and/or the requirements placed on the FCDO to publish information within FCDO's annual report and accounts. In entering into this agreement you thereby consent to this disclosure.

It is your responsibility to ensure your declaration of interest data remains up to date. You must inform the FCDO and update this declaration if there are any changes to your potential conflicts of interest whilst you remain employed by the FCDO (including on SUPL or outward secondment).

Failure to disclose an interest may, subject to the interest and the circumstances, become grounds for suspension or termination of your appointment.

Conflicts of Interest Declaration	
Name	
FCDO role	
Date of Declaration	
FCDO role description	
FCDO contract type	Permanent, Fixed Term, Secondment etc.
Term of FCDO appointment	[Dates from and to]
FCDO Line Manager/Business Manager	Name:

Business Area Responsible SCS	Name:

(To be completed by the person making this declaration)

Please choose the declaration statement which applies to you. Tick one box only:

1) I declare that to the best of my knowledge and belief, neither I nor any party related to me, have any personal or business interests which may influence my judgement in performing my [FCDO/working outside the FCDO/outward secondment] duties or may be perceived by a reasonable person as having scope to do so. ☐

I understand that it is my responsibility to disclose any changes in my interests which would make this declaration inaccurate and/or incomplete.

If you have ticked Statement 1, please sign and date below.

OR

2) I declare that I or a party related to me, have interests that either conflict with performing my [FCDO/working outside the FCDO/outward secondment] duties or have the potential to do so or be perceived as doing so. I have set out these interests for consideration and my assessment of any action to be taken for any actual conflict to be removed or to minimise the risk associated with a potential or perceived conflict. I certify that the information I have included is, to the best of my knowledge and belief, true, accurate and complete. ☐

I understand that it is my responsibility to disclose any changes in my interests which would make this declaration inaccurate and/or incomplete.

If you have ticked Statement 2, please provide details of your interests by completing the remainder of this form, and then sign and date below.

Signed: **Date:**

(To be completed by FCDO line manager or, for staff currently on SUPL taking up external employment, the FCDO Business Manager)

Please choose the declaration statement which applies to you and tick one box only:

1) I have noted and accept [name]'s declaration that to the best of their knowledge and belief neither they nor any party related to them have any personal or business interests which may influence their judgement in performing their duties as [role] or may be perceived by a reasonable member of the public as having scope to do so. ☐

2) I have noted that [name] has declared interests that they have or that a party related to them has, that either conflict with them performing their duties as [role] or have the potential to do so or be perceived as doing so. I agree that any necessary action set out in this form to either remove a conflict of interest or to mitigate the risk associated with a potential or ☐

perceived conflict, are appropriate and acceptable and having been put in place, will be kept under review.

Name:

Position:

Signed: **Date:**

- **To be completed by the person making this declaration and only if you ticked Statement (2). Please retain a copy for your records.**

Declaration of interests

- Guidance on completing this form can be found at the end. Please also refer to the FCDO's Conflicts of Interest policy and the government's Business Appointment Rules which remind Civil Servants of the principal considerations around potential conflicts of interest.
- If your declaration is an adjustment to a previous declaration, please note this and provide details.

Date of declaration	Category (see Guidance)	Declaration details (see Guidance)	Proposed action (State if the action has been taken or the date it will be)	Action agreed? (To be completed by line manager/business manager)

Guidance Notes

Categories of interests to declare

Category 1: Financial interests

Please disclose any financial interests you have that could result in an actual or potential conflict of interest or may be perceived by a reasonable person as having scope to do so.

Please consider:

A. Any shareholdings or share options you have in individual companies (whose business does or has scope to relate to your public appointment) or corporate bonds (whether held directly or indirectly via a PEP or ISA)
B. Unit Trusts
C. Personal or stakeholder pensions (including Added Voluntary Contributions)
D. Insurance products (including Friendly assurance bonds)
E. Bank or building society accounts in excess of £20,000
F. Gilt-edged stocks or National Savings products in excess of £20,000
G. Loans outstanding to particular banks, building societies or consumer credit companies in excess of £5,000
H. Tax allowances that impact on you or your immediate family
I. Whether or not you have been in a dispute of a significant nature with HMRC
J. Any interests held in houses, lands and buildings, other than any home used for your personal residential purposes.

This list is non-exhaustive and is designed to give you an idea of the type of things you may need to consider.

If you disclose a financial interest, please provide supporting detail. For example, in the case of a declaration of shares in a company, please specify:

i) the name of the company
ii) the nature of their business
iii) how it does or may relate to your public appointment; and
iv) the percentage and value of your shareholding, or the value and terms of your option.

Category 2: Other roles

Please disclose any other appointments, positions of employment, memberships or any other outside roles (including voluntary and advisory roles) you have that could result in an actual or potential conflict of interest or may be perceived by a reasonable person as having scope to do so.

A conflict may arise due to the interests of the other body you work for/support, or the nature of the work you do for them, or the potential limits your outside activity places on the time you have available to deliver your duties in this role.

Please consider:

A. Other non-executive roles (including Ministerial appointments and roles such as magistrate, reservist, school governor special constable, etc)
B. Company Directorships
C. Any consultancy or business you run
D. Positions of employment
E. Trustee of a charity
F. Membership (of for example a Professional body, a Thinktank; etc)
G. Any of the above, that may apply to positions you do not currently hold but have held previously (in particular within the last 2 years) and the fact that you have, may be seen as material.

This list is non-exhaustive and is designed to give you an idea of the type of things you may need to consider.

If you disclose another role, please provide supporting detail. For example:

i) the name of the organisation
ii) the nature of their business
iii) your role
iv) your start date and tenure
v) how it does or may relate to this role
vi) details of your time commitment and any remuneration.

For any roles you list, please also provide details of any contracts/commercial agreements of which you are aware between the respective organisation and the FCDO or any other notable organisations in or connected to the FCDO.

Category 3: Other personal interests

Please disclose any other personal interests you have that could result in an actual or potential conflict of interest or may be perceived by a reasonable person as having scope to do so.

These might include, for example:

A. whether you have a relationship with anyone in the FCDO
B. whether you have a relationship with anyone in an organisation that works closely with the FCDO or is looking to supply goods or services to them
C. whether you are politically active, and if so how
D. whether you actively campaign for a cause that is or could be seen as relevant to your role in this appointment
E. any connections with foreign governments.

This list is non-exhaustive and is designed to give you an idea of the type of things you may need to disclose in this section.

Category 4: Related party interests

Please disclose any interests, as set out in Categories 1-3 above, that are held by any party related to you that could result in an actual or potential conflict of interest or may be perceived by a reasonable person as having scope to do so.

A 'party related to you' could include for example (but without limitation) a spouse/partner, a business partner, a close family member or a person living in the same household as you or a close family member.

Category 5: Gifts and hospitality

In order to avoid any suggestion of partiality, you should refuse personal gifts or hospitality offered to you in or connected to your role which might be seen by a member of the public as having scope to compromise your personal judgement or integrity.

These principles are not intended to stop you accepting occasional trivial gifts, such as calendars, or occasional minor hospitality, such as working lunches. However, no offer of a more significant gift or hospitality should be lightly accepted.

Offers of significant gifts (for example, worth £25 or more) or hospitality should be reported, even if they are refused, so that they can be formally registered. For any such items, please list:

i) Organisation
ii) Description of item
iii) Approximate value (if known)
iv) Date received/offered
v) Any other relevant details

An example of a completed Conflicts of Interest declaration form is set out below.

Example				
Date of declaration	**Category** **(See Guidance)**	**Declaration details** **(See Guidance)**	**Proposed action** **(State if the action has been taken or the date it will be)**	**Action agreed?** **(To be completed by Senior Official.)**
01-02-2023	1 (Financial interests)	I have an investment portfolio managed by [company] and I have no control over them. At the present time these investments include a number of companies, including [list] that provide products and services to the FCDO/FCDO ALB/FCDO(S). These shares include: [list shares in each company…] Since working with/retiring from 2 of the companies on this list: ABC and DEF, who provide products to the FCDO/related other, I also hold additional shares in them to the following value: [list shares in each company....]	I will blind myself to the management of the shareholdings I have listed and agree not to trade any of them for the duration of my appointment and for 6 months after my appointment ends. I will recuse myself from any discussions or activity that relates to products or services that are or may be provided by any of these companies and I will make the nature of my potential conflict transparent.	Mitigation agreed.
01-02-2023	2 (Other roles)	Director of ABC plc, since March 2019. ABC plc has not provided any services to the FCDO/related other in the UK and has no plans to do so.	If ABC plc considered a move into UK markets that resulted in links to the FCDO/related other, I will absent myself from any discussions and would declare that I am doing so.	Mitigation agreed.
01-02-2023	2 (Other roles)	Non-executive Director on the board of JKL. JKL provides products and services to some national and local delivery partners in the overseas development sector but not to the FCDO directly. [Describe the potential conflicts of interest …..]	I would absent myself from any discussions on related services that are or may be provided by JKL and would declare that I am doing so.	Mitigation agreed.
01-02-2023	1 (Financial interests)	As a result of my role in the JKL Group, I have invested in and hold shares in a number of spinout companies. The nature of these spinout	I would absent myself from any discussions on related services that are or may be provided by	Mitigation agreed.

		companies is such that they have relationships with some national and local delivery partners in the overseas development sector. These relationships may be perceived as a possible conflict of interest. A comprehensive schedule of my personal shareholdings is attached. I can confirm that my personal shareholdings amount to less than 10% in these private companies.	these spin out companies and I would declare that I am doing so.	
01-10-2023	2 (Other roles)	Vice-chancellor of MNO University. MNO receives funding to deliver teaching and research in conflict, stabilisation and overseas development. Students also support the provision of services in the following settings [list e.g. voluntary work, NGOs]. Notable research includes in the fields of [list]. [Describe potential conflicts of interest …..]	I do not believe this would result in any conflict in relation to [list]. However, I acknowledge there could be seen to be a risk of conflict in relation to [list], and I will absent myself from any discussions which relate to these matters. Also, I will be standing down from the role within the next 6 months.	Mitigation agreed.
01-10-2023	1 (Financial interest)	I own a rental property. This property has been rented privately since Sept 2010. It has primarily been let to international students and is so at the moment.	I consider there to be no risk of any conflict.	Agreement: no perceived risk.
01-10-2023	3 (Other personal interests)	I am a Trustee and an active member of the campaign for PQR. Whilst we have lobbied government for change in relation to [state the issue], our interests do not overlay directly with any responsibilities I will hold in this role.	I consider there to be no risk of any conflict.	Agreement: no perceived risk.
01-10-2023	4 (Related party interests)	I note that my daughter is an MP and my partner is a journalist.	I consider there to be no risk of any conflict.	Agreement: no perceived risk.

Conflicts of interest

This guidance explains the requirements for all UKBS and CBS to declare any outside interests which could give rise to potential conflicts of interest. Nil returns are also required annually.

From: Human Resources

First published: 20 April 2023

Last updated: 29 November 2024

Contents

Introduction

The Diplomatic Service Code and the Civil Service Code set out the standards required of our Civil Servants. Country-based staff (CBS) are also required to adhere to these principles.

Conflicts of interest arise where staff misuse their official position or information acquired in the course of their official duties to further their private interests or those of others. Any interest that could potentially be deemed a 'relevant' interest must be declared using this Conflicts of Interest guidance.

Relevant interests

Relevance relates to whether an outside interest (financial or otherwise) could be thought to have a bearing on, or overlap with, your official role/duties.

In addition to your own interests, those of close family members (for example spouse/partner, adult children, parents and siblings) and close friends should form part of consideration of relevant outside interests. While this will depend on a case-by-case basis, factors including regularity of contact, proximity of familial ties will be relevant. This is limited by the extent to which you can reasonably be expected to know of such interest.

The responsibility is on you, the employee, to declare all interests that could be relevant. Line managers should make an assessment as to the relevance of each declared interest and, if considered relevant, whether it meets the definition of an actual, potential or perceived conflict of interest as follows:

- actual conflicts - where there is a risk that an ability to apply judgement is or could be impaired or influenced by an extant secondary interest
- potential conflicts - where an ability to apply judgement or act in their role could be impaired or influenced by a secondary interest in the future
- perceived conflicts - where an ability to apply judgement or act in one role could reasonably be perceived as impaired or influenced by a secondary interest (i.e. it could cause a reasonable person to think there was a conflict of interest)

In some cases, the line manager may consider that the interest is relevant but presents no issue (i.e. it does not meet the definition of an actual, potential or perceived conflict of interest).

Declaring interests

You, the employee, must declare all relevant outside interests as soon as possible using the Conflicts of Interest declaration form. A PDF version is attached for you to see the content of the online declaration form. This form should be completed if applicable on joining the FCDO (including inward loan/secondment), moving between roles (including outward secondment), change of line manager, and on an ongoing basis as necessary. Heads of Mission/Directors will issue regular reminders to staff.

You should consider declarations of any outside interests relevant to your role against the following (non-exhaustive) categories:

Personal interests – where you have relevant close family or personal relationships (including from a work context) which could influence your objectivity.

Financial interests – where you stand to gain financially from the work you are undertaking in the FCDO or can use your status to deliberately prevent someone else from gaining financially. This could also include where you have been declared bankrupt or your general financial status makes you more vulnerable to situations that could be seen to compromise your position.

Private shareholdings – where you hold shares in a business that the FCDO has an interest in.

Outside occupations – all remunerated outside employment, work and appointments should be declared, whether or not considered relevant. Where work is not directly remunerated but may generate financial advantage for third parties, this should also be declared. Line managers should review the government Business Appointment Rules in deciding whether the outside employment can continue/be taken.

Voluntary roles – in some cases these roles may create a conflict with your civil service/CBS role. For example, where you work in an organisation that holds regulatory or procurement responsibilities for a separate organisation that you hold a voluntary role for, or where you may have access to information which could be of benefit to the organisation for which you volunteer.

Previous employment, appointment or other outside roles - where you previously held roles, or formed close working relationships, that might be relevant to your current role.

Business interests – where you hold an interest in any organisation (including directorships) which you could use your official position to further.

Insider dealing – Insider dealing is a serious criminal offence under the Criminal Justice Act 1993. If in the course of your work you come into possession of information that could be used for financial gain (or other types of gain) this must be treated in the strictest of confidence. It may be necessary to declare any interests that put you in a position where you could benefit from holding certain information.

Procurements – see separate Commercial conflict of interest guidance and process.

Any other relevant interests – you should include any other interests you hold which might reasonably be perceived as relevant to your responsibilities as a

Civil Servant/Country-based member of staff.

Process for declaring outside interests

You, the employee, must declare any relevant interest to your line manager as soon as they arise, by completing a Conflicts of Interest declaration form.

If a line manager believes a declaration is particularly contentious or poses risk to the reputation of the FCDO they may wish to seek advice from another colleague before action can be taken. For SCS, it may be appropriate to discuss with wider SLT within the business unit. In cases of difficulty or doubt, it may be appropriate to seek expert advice from the Chief People Officer.

Annual nil return declarations

Where there is no conflict to declare, staff must submit a nil return on an annual basis. This should be in November each year – and no later than 30 November.

For SCS staff, this includes those on outward secondment.

Staff on outward loan should make their declaration to the host government department in line with their procedures.

Failure to make a declaration

Failure to declare a relevant outside interest could result in action being taken in line with the FCDO's disciplinary policy.

Line Manager - Resolving conflicts of interest

Once an actual, potential or perceived relevant outside interest has been identified, the line manager will need to decide what action to take in response. This should be agreed with the individual who has made the declaration where possible and then be formally recorded. The following is a non-exhaustive list of the type of action that may be taken:

- agreement that there is no conflict of interest (or perceived conflict of interest) - it may be that the decision maker and individual decide that there is in fact no conflict of interest to be found. If this is the case, no additional action may be necessary

- exclusion from the activity - it may be that the only reasonable step to take to eliminate the risk is to have the individual concerned remove themselves from the activity/relationship etc. that is causing the conflict of interest. All actual conflicts of interest must be resolved in this manner. Examples of actions include: changing responsibilities, recusal from decision making, divestment or ending a role

- continue with the activity but implement actions to mitigate any real or potential risk - what actions are necessary will be entirely dependent on the nature of the conflict of interest and the level of risk, however it might include things such as closer monitoring, revisions to existing work plans, or the additional disclosure of all relevant information to others involved in the decision-making process

Any actual conflicts of interest must be resolved in a way which removes the conflict. Potential or perceived conflicts of interest may exist in some circumstances, provided that effective mitigations are put in place. The assessments, considerations and actions agreed should be properly documented to ensure a clear audit trail.

As the line-manager, you will want to consider, for example, how the decision would be explained to a judge or defended publicly, and how it would look from the perspective of a member of the public. If agreement cannot be reached on what action should be taken, line managers should escalate this to more senior managers. The decision of the FCDO is final.

Assurance and transparency

The FCDO is required to provide assurances in the Annual Reports and Accounts (ARA) of the robustness of policies for the declaration and management of outside interests.

Any relevant interests of the PUS, and other SCS who are Board members is published at least annually within the ARA alongside all Board member interests.

Any outside employment, work or appointment (paid or otherwise remunerated) held by a member of the SCS that has been agreed through the process for the declaration and management of outside interests, and Business Appointments Rules, must also be published in the ARA (this does not include unpaid voluntary roles).

In addition, paid secondary employment for SCS is published on gov.uk.

Further information

Secondary Employment and Business Appointment Rules

Country-Based Staff policies and procedures

Civil Service Code

Online conflicts of interest declaration form (for use by staff with an FCDO email account)

PDF version for advance sight of content of online declaration form

Word version of conflicts of interest declaration form (for use by those without access to an FCDO email account only)

Please contact HRDirect/HR Hub if you have any queries.

6 - 20-12-2024 - Welcome email from FCDO to Peter Mandelson

6 - 20-12-2024 - Welcome email from FCDO to Peter Mandelson

From: Helen Twist
To: EMAIL
Cc: JCS ; JCS ; JCS ; James Roscoe; Harriet Mathews; Robert Tinline
Subject: Your Appointment: Welcome to the FCDO!
Date: 20 December 2024 13:35:48
Attachments: conflicts-of-Interest-declaration form.docx
BAR.docx
COI policy.docx

OFFICIAL-SENSITIVE

Dear Lord Mandelson,

Congratulations on your appointment as HMA Washington and welcome to the FCDO. Following your call with Philip, my team and the department stand ready to support you in preparations for your new role.

I'm pleased to introduce you to the people who will support your onboarding and transition.

- James, and his team - are already in touch from British Embassy Washington
- JCS - will support you on the policy side, from the UK
- JCS - will lead on your move
- JCS - will be in touch regarding your clearance

Rob Tinline (Director Americas) and Harriet Mathews (DG Americas, Africa and Caribbean) stand ready to have early calls and support as necessary.
I'd also be grateful if you could return the attached Conflict of Interest form as soon as possible. Thank you.

Please don't hesitate to be in touch if you have any questions or if I can be of further assistance.

With best wishes - and welcome again!

Helen

Helen Twist | Private Secretary to the Permanent Under - Secretaries, Sir Philip Barton and Nick Dyer | Foreign, Commonwealth & Development Office |
Email: EMAIL @fcdo.gov.uk | Mobile: PHONE NUMBER

Please ensure items for the PUSs' daily e-box reach PUS Action by 1400 clearly marked for the relevant PS. Our portfolios can be found here. Please note that we will not routinely keep a record of any emails or attachments.

OFFICIAL-SENSITIVE

7 - 20-12-2024 - Email from PUS FCDO

7 - 20-12-2024 - Email from PUS FCDO

From: Philip Barton (PUS)
To: EMAIL
Bcc: Philip R Barton (Sensitive); Helen Twist
Subject: PERSONAL
Date: 20 December 2024 15:46:00

Dear Peter

Good to talk earlier today.

I promised the salary and allowance figures in writing.

The baseline salary is £153,000.

You said that you planned to be accompanied. As such, the figures are as follows:

	Accompanied
COLA	£11,406 (paid at abated rate of £8,327)
DSA	£18,925

Total £27,252

The abatement is for domestic help provided by Residence staff. Taken together, this would provide total remuneration of £180,252.

I am happy to discuss once you have had a chance to reflect.

Best wishes

Philip

Sir Philip Barton | Permanent Under-Secretary | Foreign, Commonwealth & Development Office | Email: EMAIL @fcdo.gov.uk | PHONE NUMBER |

8 - 23-12-2024 - Email from US & Canada Department, FCDO

8 - 23-12-2024 - Email from US & Canada Department, FCDO

From: JCS
To: Peter Mandelson
Cc: Philip Barton (PUS); Robert Tinline; JCS JCS
Subject: Our Call Follow Up
Date: 23 December 2024 17:00:51

OFFICIAL

Peter,

Thank you for your time earlier. I thought I would quickly follow up with a few specifics:

- As JCS set out, on practicalities the most important first steps will be: (1) completing medical clearance; (2) completing Dip Passport forms; and (3) going through the vetting process. These will be most important in unlocking progress within the system. Do please let us know if you need further support from within the FCDO on them. And JCS can give you further detail as helpful.

- On the pack for Friday, we'll issue to your home address for close of play the following:
  - IT Kit – HP Laptop, iPhone, iPad;
  - Initial reading pack at Official-Sensitive (covering US politics, key policy issues and an overview of the US Embassy/network).

  I'd be grateful if you could send across your address. I'll also follow up by WhatsApp, in case that is easier.

- We'll brief you further in person from 6 January onwards, including at higher tiers.

- And thank you for sharing the list of proposed London-based calls you'd like to make. We'll follow up in due course.

- JCS will follow-up on the possibility of changing your proposed start date (ie making 14 January your first day on payroll).

In terms of contact information, my work phone is PHONE NUMBER and my personal phone is PHONE NUMBER JCS is on PHONE NUMBER

Best,
JCS

JCS **(he/him) | Head of US & Canada Department |** Foreign, Commonwealth & Development Office |
Email: EMAIL @fcdo.gov.uk | Mobile: PHONE NUMBER|

9 - 27-01-2025 - Email from the Permanent Under-Secretary at the FCDO

9 - 27-01-2025 - Email from the Permanent Under-Secretary at the FCDO

From: Oliver Robbins
To: Caroline Hurndall; JCS Harriet Mathews; Karen Pierce
Cc: Peter Mandelson; Ailsa Terry (No.10); Helen Twist
Subject: Audience with The King
Date: 27 January 2025 07:23:38
Attachments: image001.png

OFFICIAL-SENSITIVE

Following Karen's report of her call with Mike Waltz, and with no suggestion that Peter's nomination was an issue in the Trump p/c, I will ask Clive Alderton to get the wheels in motion for Peter's Audience. Shout by 10am if anyone thinks I shld hold off (I suspect it will still take a little while to confirm this in The King's diary).
Olly

Foreign, Commonwealth & Development Office

Oliver Robbins
Permanent Under-Secretary of State
London, UK

OFFICIAL-SENSITIVE

10 - 30-01-2025 - Email from the FCDO Onboarding team

10 - 30-01-2025 - Email from the FCDO Onboarding team

From: FCDO Onboarding
To: EMAIL
Cc: Peter Mandelson; Oliver Robbins; FCDO Onboarding; HRD Senior Appointments; JCS HR Services Overseas Team; HR Services New Entrants; Joiners & Movers SCS
Subject: Lord Mandelson - FCDO Contract of Employment - Start Date Monday 3rd February 2025
Date: 30 January 2025 10:54:40
Attachments: Exception Front Sheet LPM.pdf
Contract of Employment LPM.pdf
New Entrant Manual Arrival Report (1).xlsx
Automatic Enrolment Factsheet.pdf
Probation and Sick Absence.pdf

OFFICIAL-SENSITIVE - PERSONAL DATA

Dear Lord Mandelson

Please find attached your FCDO Employment Contract and Terms and Conditions with a start date of **Monday 3rd February 2025**.

Please could you:

- Read your Contract Front Sheet and Terms and Conditions.
- Sign the Front Sheet, and the Terms and Conditions in two places as indicated. Please scan and email all pages of both documents back to me by **Friday 31st January 2025**.
- Complete the attached New Entrant Manual Arrival Report. The form should be emailed to HR Services New Entrants team by your Line Manager on your first day. Your new position code is PERSONAL DATA
- Please note, you will only get access to Hera, our HR and finance system once your arrival report has been processed. Whilst you are waiting for access, please **do not** raise an incident or submit a Hera Access Form (HAF) via ServiceNow, as they will not be able to assist you.
- Bring your British Passport with you to show to your new Line Manager for identification purposes on your first day in the office. You will also need it to collect your Staff Pass.

If you have any questions, please do not hesitate to contact me.

Kind regards,

JCS

JCS | Onboarding Officer | Foreign, Commonwealth & Development Office | Email: EMAIL @fcdo.gov.uk or EMAIL @fcdo.gov.uk |

HR Services/HR Direct are continually working to improve - you can help by

telling us what you think’

Foreign, Commonwealth & Development Office

Contract of Employment

Key Information

1. This is a contract between **The Rt Hon Lord Peter Mandelson** and the Foreign, Commonwealth and Development Office (FCDO)**.**

2. Your employment with the FCDO is **fixed term** in the role of **His Majesty's Ambassador, Washington** at **Grade SCS4** and commences on **Monday 3 February 2025** and ends on **Friday 2 February 2029** without the need for notice, unless previously terminated by either party giving the other notice in accordance with paragraphs 12-13 below. To facilitate an agile workforce, you may be required to undertake other duties from time to time as we may reasonably require.

3. Previous employment with this or any other employer, prior to the date specified (at 2), will not count as part of your period of continuous employment.

4. Your contractual place of work will be London, King Charles Street (KCS). This contract requires you to live and work in the UK to perform your duties, unless you are sent on an overseas assignment. When on an overseas assignment, your contractual base in the UK remains the same. For your assignment, you will be posted to the British Embassy in Washington, (PERSONAL DATA), with an End of Tour date of Friday, 2 February 2029.

   Official duty travel in the United Kingdom and overseas may also be required.

5. **Mobility**

Civil Servants of EO Grade and above are required to be mobile across all locations and departments within the parameters of reasonableness. Whilst what is reasonable will take into account your individual circumstances at the time of any proposed changes to your place of work, the operational needs of the organisation will take priority.

6. **Probationary period**

The length of probation for all UK based staff and apprentices is usually 6 months. The probation period will be for less than 6 months where the total duration of the employment is for less than 6 months.

The FCDO may terminate your employment at any time during your probation period if it is clear that you will not meet the required standards of conduct, attendance and/ or performance.

For further information on the conditions that apply to your probationary period see the probation policy which can be found on the FCDO Intranet.

Foreign, Commonwealth & Development Office

7. Performance and Development

Following the completion of any period of probation, the FCDO Performance and Development policy and processes available on the FCDO Intranet will apply to you. These are designed to both support you and to manage under performance where appropriate.

8. Pay

You will receive a salary of £157,000 (gross) per annum, paid in arrears by credit transfer to your bank or building society. Your salary will be paid monthly on the last working day of each month.

The basic salary range of your grade is £152,000 (minimum) and £157,000 (maximum). All future salary increases are performance related and follow central guidance issued annually by the Cabinet Office.

In addition, a London Allowance is payable when working in an FCDO London-Based job. This amounts to £5,000 (gross) per annum. This amount will be pro-rated for part-time working hours.

You may also be entitled to a non-consolidated performance-related payment. Senior Pay Committees consider this annually. Details are usually announced in summer in the annual SCS Pay Settlement update on the FCDO Intranet.

You are not entitled to overtime pay.

9. Hours

Full-time working hours are 37 hours per week. A full-time working day is 7 hours and 24 minutes per day. Your hours may vary according to business need.

There is no set standard working week for UK-Based staff working overseas on a substantive posting. All Diplomatic Service staff have an all-hours obligation to the FCDO while they work overseas. That means that they must be prepared to make themselves available to their Post management at any time of the day or night seven days a week.

10. Annual Leave

On commencement of employment your annual paid leave allowance will be 25 days, which will increase, by one day for each year of service, up to a maximum of 30 days per annum after 5 years of service.

Your leave year runs from 1 January to 31 December.

Public holiday entitlement is listed and notified annually on the FCDO Intranet.

In addition, you will be entitled to one day’s privilege leave for theKing’s Birthday.

Foreign, Commonwealth & Development Office

Staff who work part-time and/or part-year will have their annual leave pro-rated.

If your employment starts or finishes part way through your leave year, your holiday entitlement during that year shall be calculated on a pro-rata basis.

For further information see the annual leave policy on the FCDO Intranet.

11. Attendance and sickness absence

The FCDO recognises the importance and the benefits of having a healthy and committed workforce whilst at the same time having a clearly understood and consistently applied procedure for managing sickness absence. Full details of the Supporting Attendance policy can be found on the FCDO Intranet.
An unsatisfactory sickness absence record will result in appropriate management intervention.

You may be entitled to sick pay subject to length of service as set out in the table below:

Length of service (years)	Maximum Number Days Absence of Full Pay in 1 Year Rolling Period	Days Absence on Half Pay in 4 Year Rolling Period	Total entitlement to Paid Sick Leave (Days) in 4 Year Rolling Period
Up to 1 year	30	30	60
More than 1 and up to 2 years	60	61	121
More than 2 years and up to 3 years	91	91	182
More than 3 years and up to 4 years	121	122	243
More than 4 years	152	152	304

Details of sick pay entitlements during probation are set out in FCDO Guidance on FCDO Intranet.

12. Early Termination for Fixed Term Appointments

Notwithstanding the fixed-term nature of this contract, the FCDO reserves the right, at its sole discretion, to terminate your employment at any time by giving you notice

Foreign, Commonwealth & Development Office

in writing, in line with the periods described below. This could occur for operational reasons, or for any other reason that the FCDO deems appropriate.

13. Notice

If you wish to resign you must give three months' notice.

Because of the power of the Crown to dismiss at will, you are not entitled to a period of notice terminating your employment. However, unless your employment is terminated by mutual agreement, in practice, you will normally be given the following periods of notice in writing terminating your employment:

(i) if you are dismissed on efficiency grounds, or if your dismissal is the result of disciplinary proceedings in circumstances where summary dismissal is not justified, or if your employment is terminated during your probation period:

- Staff with under 4 years of continuous service: 5 weeks of notice;
- Staff with over 4 years of continuous service: one week for each year of continuous service, plus one additional week. Maximum notice of 13 weeks.

(ii) if you are retired on medical grounds, the period of notice in (i) above or, if longer, 9 weeks, unless a shorter period is agreed.

(iii) if your employment is terminated compulsorily on any other grounds, unless such grounds justify summary dismissal at common law or summary dismissal is the result of disciplinary proceedings– 3 months

On the expiration of such notice, your employment will terminate.

You will receive no notice where the date of termination is mutually agreed, except where the termination is on Voluntary Exit or Voluntary Redundancy terms, in which case you will receive three months' notice.

If a fixed term appointment is terminated early on notice, you will receive the period of notice set out or until the expiry of the contract if this is less.

Where, exceptionally, the FCDO does not give the relevant period of notice set out above, in full or part, you will be compensated in accordance with Section 9 of the Civil Service Compensation Scheme, as set out in 11.1.6 of the Civil Service Management Code.

The FCDO reserves the right to make payment of salary in lieu of notice.

We shall be entitled to dismiss you at any time without notice, or payment in lieu of notice, if we reasonably consider that you have committed any serious breach of your obligations as an employee or committed any act of gross misconduct

Further guidance can be found on the FCDO Intranet.

Foreign, Commonwealth & Development Office

14. Pension and Retirement Arrangements

There is no mandatory retirement age in the Civil Service. The age at which you can draw your full pension will be determined by the relevant pension scheme rules at the time.

You will be automatically enrolled into the Civil Service pension arrangements from the start of your contract. Your pension scheme option will be determined from the information you provide on your completed Pension Questionnaire. You can obtain more information on the pension schemes and the automatic enrolment factsheet on the Civil Service Pensions website: www.civilservicepensionscheme.org.uk.

We will deduct contributions from your salary with effect from your start date.
If you have any questions about the pension arrangements visit the Civil Service Pensions website: www.civilservicepensionscheme.org.uk. Please return your Pension Choices form and the partnership pension application form, if applicable, to Pensions Direct.

15. Acceptance of Outside Appointments

If you leave the FCDO for any reason e.g. on resignation, retirement, severance, termination of contract or dismissal and intend to take up an outside employment within two years of leaving the FCDO, you must comply with the Business Appointment Rules. Full details are available on the FCDO Intranet and on Gov.uk.

If you wish to take up secondary employment i.e. an additional role alongside your contractual FCDO role, you must follow the rules on private occupations/secondary employment policy set out on the FCDO Intranet and complete a Conflicts of Interest declaration. The same policy applies to staff going on outward secondment, or working whilst on Special Unpaid Leave.

16. Conduct and Behaviour

As a member of FCDO you owe a duty of confidentiality and loyal service to both the FCDO and the Crown. The standards you are expected to comply with as an FCDO employee are set out in the Civil Service Management Code, in the Civil Service Code, in FCDO shared values and on the FCDO Intranet. You are also required to fulfil the requirements governing the avoidance of conflicts of interest which are set out on the FCDO Intranet.
All of the above, in relation to conduct and behaviour are updated regularly, and you are expected to keep up to date with the current requirements.

In particular, you must ensure that you are familiar with the FCDO policies on safeguarding, sexual harassment and conflict in the workplace and how to support resolution. Further guidance is available on the FCDO Intranet.

In accepting this contract, you are confirming that you have complied with the Civil Service Nationality Rules.

Foreign, Commonwealth & Development Office

17. Security Clearance

The minimum required level of security clearance for employees working in the FCDO is **DV** (or equivalent level under future security levels). Security clearance can be withdrawn at any time if conduct, personal behaviour, or other personal circumstances casts doubt on an individual's reliability, or they can no longer fulfil the criteria for the required level of security clearance.

You must obtain the required level of security clearance as soon as possible and maintain the required level of security clearance throughout your employment. If your required level of security clearance is withdrawn your employment may be terminated.

18. Use of Official Information

All Civil Servants are subject to the Official Secrets Act 1989. An explanatory leaflet summarising the provisions of the Act as they affect Civil Servants is enclosed. You should read it carefully, then complete and return the enclosed declaration.

19. Your Information

Your personal data will be processed in accordance with the FCDO's Data Protection Policy and Privacy Notice for Staff in compliance with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018. The privacy notice explains how the FCDO will use your personal data, and what your rights are in relation to our use of your personal data. The FCDO's policy and Privacy Notice for Staff can be found on FCDO Intranet.

20. Applicable Law and Jurisdiction

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with your employment or its terms shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales, and the courts of Scotland, shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with your employment or its terms.

21. Variation to Terms and Conditions of Employment

The FCDO reserves the right to make reasonable changes to any of your terms and conditions of employment. These changes will normally be made after a suitable period of consultation and the details will be announced by means of general notice to all employees on our Intranet or where required in a written statement. Other specific variations will be made via written notice to you.

Foreign, Commonwealth & Development Office

22. Trade Union Membership

The FCDO attaches importance to ensuring effective consultation. It is a personal decision whether or not to join a trade union. For collective bargaining purposes the FCDO recognises the following unions:

- Public and Commercial Services (PCS):
- Association for Development and Diplomacy - which is a section of the FDA.
- Prospect - representing technical employees and other specialists.

Where a collective agreement is reached, it applies to both members and non-members of the FCDO's recognised trade unions.

Acceptance

I accept the offer of employment based on the above terms and conditions of service.

Signature .....……

Print Name ……..

Date ....

(to note this section can be completed electronically and the document sent to FCDO from your personal email address to confirm acceptance. The email must come from your personal email address that FCDO have been using to contact you to discuss your employment offer.)

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Annex 1 - A Guide to the Official Secrets Act 1989

The Official Secrets Act 1989 came into force on 1 March 1990. The 1989 Act replaces section 2 of the Official Secrets Act 1911, under which it was a criminal offence to disclose any official information without lawful authority. Under the 1989 Act it is an offence to disclose official information only in six specified categories and only if the disclosure is damaging to the national interest.

This guide gives answers to basic questions about how the new law might affect you. It does not cover everything in the Act, but the Department or organisation who issued it should be able to give you more information and advice if you need it.

Who is affected by the Act?

The Act applies to **Crown servants, including:**

- government Ministers
- civil servants, including members of the Diplomatic Service
- members of the armed forces
- the Police
- government contractors, including anyone who is not a Crown servant but who provides or is employed in the provision of goods for the purposes of a Minister.
- a small number of officer holders and the members and staff of a small number of non-government organisations who are Crown servants, for the purposes of the Act, including:
- The UK Atomic Energy Authority
- British Nuclear Fuels plc
- Urenco Ltd
- The National Audit Office and the Northern Ireland Audit Office
- *The Offices of the Parliamentary Commissioner for Administration and Northern Ireland Commissioner, The Scottish Parliamentary Commissioner, The Welsh Administration Ombudsman.*
- members of the public and others who are not Crown servants or government contractors but who have, or have had, official information in their possession.

What is "official information"?

This means any information, documents or article which a Crown servant or government contractor has or has had in his or her possession by virtue of his or her position as such.

What are the six specified categories of official information protected by the Act?

It is an offence for a Crown servant or government contractor to disclose official information in any of the following categories if the disclosure is made without lawful authority and is damaging. The categories are:

- security and intelligence
- defence

Foreign, Commonwealth & Development Office

- international relations
- foreign confidences
- information which might lead to the commission of crime
- the special investigation powers under the Interception of Communications Act 1985 and the Security Service Act 1989.

When is a disclosure damaging?

The Act sets a different test or tests of damage for each of the six categories of information. For an offence to be committed under the Act, the disclosure of information must in general have damaged the national interest in the particular way, or ways, specified in the Act for the category of official information in question. It is ultimately for the jury to decide, when the case comes to trial, whether the damage has in fact occurred.

When is a disclosure made without lawful authority?

Crown servants may disclose official information only in accordance with their official duty. Government contractors may do so only in accordance with an official authorisation or for the purposes of their functions as government contractors and without contravening an official restriction. In any other circumstances a disclosure is made without lawful authority.

What about members of the public?

If a member of the public - or any other person who is not a Crown servant or government contractor under the Act - has in his or her possession official information in one of the protected categories, and the information has been:

- disclosed without lawful authority, or
- entrusted by a Crown servant or government contractor on terms requiring it to be held in confidence.

It is an offence to disclose information without lawful authority.

It is also an offence to make a damaging disclosure of information relating to security or intelligence, defence or international relations which has been:

- communicated in confidence to another State or an international organisation and
- the information has come into a person's possession without the authority of that State or organisation.

Is it an offence to disclose means of access to protected information?

It is an offence for anyone to disclose official information which it would be reasonable to expect might be used to obtain access to information protected by the Act.

Foreign, Commonwealth & Development Office

What about the security and intelligence service?

For:

- present and former members of the security and intelligence services and
- people who have been notified in writing that they are subject to section of 1(1) of the Act.

It is an offence to disclose without lawful authority any official information about security or intelligence. There is no damage test.

Who will be notified?

A person may be notified only if his or her work is or includes work connected with the security and intelligence services, and the nature of the work is such that the interests of national security require that the person should be subject to section 1(1) of the Act.

What are the penalties for unauthorised disclosure?

Offences of unauthorised disclosure under the Act may be tried either on indictment, by the Crown Court, or summarily, by a magistrates or sheriffs court. The maximum penalties are two years' imprisonment or an unlimited fine, or both, if the offence is tried on indictment, and six months' imprisonment or a £2000 fine, or both, if the offence is tried summarily.

What about safeguarding information?

It is also an offence under the Act

- for a Crown servant, a government contractor or a notified person to fail to take reasonable care to prevent the unauthorised disclosure of a document or article which is protected by the Act
- for a Crown servant or a notified person to retain such a document or article contrary to official duty
- for a government contractor or a member of the public to fail to comply with an official direction for the return or disposal of such a document or article.

These are summary offences, for which you may be tried in England and Wales by a magistrates' court, or in Scotland by a sheriffs' court. The maximum penalties are three months' imprisonment or a £2,000 fine or both.

Section (1) of the Official Secrets Act 1911

The 1989 Act does not affect the operation of section (1) of the Official Secrets Act 1911, which protects information useful to an enemy. The maximum penalty for offences under section (1) of the 1911 is fourteen years' imprisonment.

Foreign, Commonwealth & Development Office

Declaration to be Signed by all Civil Servants/Crown Servants

I understand that, after my appointment and any future appointments with the Foreign, Commonwealth and Development Office have ceased, I continue to be bound by the provisions of the criminal law which protect certain categories of official information, including the Official Secrets Act, and by my duty of confidentiality owed to the Crown as my former employer.

Surname: (In block capitals) _____

Forename(s): _____

Signed: _____

Date: _____

(To note this section can be completed electronically and the document sent to FCDO from your personal email address to confirm acceptance. The email must come from your personal email address that FCDO have been using to contact you to discuss your employment offer.)

11 - 30-01-2025 - Letter from the FCDO to Lord Mandelson - employment offer

Foreign, Commonwealth & Development Office

HR Recruitment
Foreign, Commonwealth & Development Office
PO Box 7654
Milton Keynes
MK11 9NQ

E-mail: EMAIL @fcdo.gov.uk
www.gov.uk/fcdo

PERSONAL

Employee Number: PERSONAL DATA

The Rt Hon Lord Peter Mandelson
Email: EMAIL

30th January 2025

Offer of Fixed-Term Employment
with the
FOREIGN, COMMONWEALTH AND DEVELOPMENT OFFICE

Dear Lord Mandelson,

I am writing to offer you a 4-year fixed-term appointment from **Monday 3 February 2025** to **Friday 2 February 2029,** in the Home Civil Service of the Foreign, Commonwealth and Development Office (FCDO) in the role of His Majesty's Ambassador, Washington. You have been selected for appointment under an exemption in the Constitutional Reform and Governance Act 2010.

This job is graded at FCDO **Grade SCS4.** This appointment is for a fixed period only and is located in London, King Charles Street (KCS). For your assignment, you will be posted to the British Embassy in Washington.

All appointments to the FCDO are conditional on you holding a current security clearance. The level of clearance currently required for the role of HMA Washington is **DV Clearance.** Your security clearance has been confirmed by Vetting Unit and is valid until **29 January 2030.** Further details can be found in paragraph 17 of your contract of employment.

If you wish to accept this offer and are willing to accept employment based on this and the attached Contract of Employment, please sign two copies of this document (page 3), retaining one for your records and returning the other to me at the address above no later than **Friday 31st January 2025**.

Yours sincerely,

JCS

Onboarding Officer – HR Services

cc: Line Manager – PUS Sir Oliver Robbins
FCDO Onboarding
Senior Appointments
Special Point of Contact - JCS
HR Services Overseas Team
HR Services New Entrants
Joiners & Movers SCS

ACCEPTANCE

I accept employment on the basis of the terms and conditions of service contained or referred to in this letter of appointment and the summary attached to it.

Name (print in BLOCK CAPITALS): ....

Signed: .... Date: ……

Enclosed:

1. Contract of Employment.
2. Letter of confirmation of Security Clearance.
3. Probation and Sick Absence document.
4. Civil Service Code.
5. Arrival Report.
6. Automatic Enrolment Factsheet.

12 - 04-02-2025 - Email from the FCDO to Peter Mandelson

12 - 04-02-2025 - Email from the FCDO to Peter Mandelson

From: Joiners & Movers SCS
To: Peter Mandelson
Cc: Joiners & Movers SCS; Scott Furssedonn-Wood; PUS Action; HRD Senior Appointments; JCS HRD Talent and Performance; JCS UK HOM Postings; JCS JCS HR Services Overseas Team; HR Services Home Allowances and Pay; JCS JCS JCS ; Executive Coaching; JCS JCS JCS Su-Lin Garbett- Shiels; Moving to a new post; College HoM Programme; FCDO Services CEO Office; DL CMD Training and Exercising Team; Harriet Mathews
Subject: SCS4 Letter of appointment Lord Peter Mandelson
Date: 04 February 2025 09:11:25
Attachments: Lord Peter Mandelson - FCDO SCS HoM LOA.docx
HMA Washington Role Profile March 24.docx

OFFICIAL SENSITIVE PERSONAL DATA

Dear Lord Mandelson,

Please find your letter of appointment attached. Please read this carefully and let me know if you have any questions.

Please note that as this role requires DV+STRAP, a new STRAP application form will need to be submitted as STRAP clearance is role specific.

International HR are now using a digital service, Manage Your Move, to help officers to Move from the UK to Overseas, return from post to the UK and for cross-postings. You will shortly be sent an email inviting you to use this service.

You should delay making significant changes to living arrangements in the UK, such as giving up accommodation, until the date that you will be able to get to Post is absolutely certain. Staff who have not yet arrived at Post (even if the date you had been due to arrive is in the past) are not eligible for overseas allowances or assistance under the package that staff evacuated from a Post may claim. You should remain in regular touch about the dates of your posting with your line manager at Post, and with the Business Manager of the directorate of the posting. If you do not know the name of the relevant Business Manager and are not able to access this FCO Intranet Link please contact EMAIL @fcdo.gov.uk for the name.

Additional advice on starting a new posting in the current circumstances is on FCDO Intranet Here
Many congratulations.

HR Services/HR Direct are continually working to improve - you can help by telling us what you think

Kind Regards

JCS

JCS **| Appointments & Interchange Officer | Finance Directorate |** Foreign, Commonwealth & Development Office | Email: EMAIL @fcdo.gov.uk

HR Services are committed to providing you with timely and complete advice, and to do so in a professional, kind and respectful way. Thank you for treating us similarly.

13 - 04-02-2025 Formal appointment letter to Peter Mandelson

Foreign, Commonwealth & Development Office

Joiners & Movers SCS Team
Building 109
Hanslope Park
Milton Keynes MK19 7BH
Email:
EMAIL
www.gov.uk/fcdo

04 February 2025

PERSONAL

The Rt Hon Lord Peter Mandelson

By Email

SCS Head of Mission Letter of Appointment

Dear Lord Peter Mandelson,

YOUR NEXT APPOINTMENT

The Prime Minister and Foreign Secretary have approved the recommendation for your appointment as SCS4 HM Ambassador to Washington PERSONAL DATA

This role is offered by the Foreign, Commonwealth and Development Office (FCDO). Many congratulations.

I enclose a copy of the role profile provided by Post. You should aim to arrive at Post in February 2025. The length of posting is 4 years.

This appointment should be kept in confidence until His Majesty has given His approval. Once Palace approval has been received, HR will seek permission to publish your name internally on the intranet, from your geographic director, unless an exception has been agreed.

It will make clear that that the appointment is subject to agrément from the host government. This will enable you to carry out pre-posting training and preparation (including with British companies) without the impediment of not being able to tell anyone, in confidence, where you are going. You should use discretion in deciding whom to share the information with but, as a general rule, the appointment should not be shared with external contacts

who do not have a business reason to know, or on social media, until the official announcement has been made on the FCDO website.

Once the announcement has been made you can share the good news!

Once the HR Services PDM Overseas Team have informed us that agrément from the receiving country has been received, we will be able to issue the posting notification. The HR Services PDM Overseas Team will be the point of contact for Buckingham Palace approval of your posting, and for the agrément process.

The appointment is subject to obtaining medical clearance and the appropriate level of security clearance as well as satisfactory completion of any necessary training courses.

If STRAP clearance is required (please consult the role profile and your Line Manager), you should submit a new STRAP application form for your new position, at least 3 months before you are due to start at Post. Please note that STRAP is role specific and will not carry over if you previously held STRAP. Part of the form needs to be completed by you and allows you to give an update on your situation; the remainder of the form must be completed by your Line Manager and should detail the extent of your required access. The form must be sent to Personnel Security Team on the GAL, who will submit it to the STRAP authorities.

It is important to get the arrival of a new Head of Mission (HoM) at post right. To help you along the way, here are some guidelines to ensure that the handover is as smooth as possible.

You should be aware that the FCDO retains discretion (through the Selection Boards and usual performance management processes, and where it is deemed necessary for operational reasons) to withdraw any HoM from their post if they fall short of acceptable levels of performance and delivery. Our selection procedures are robust, and we do not expect that this will occur very often. Please be aware of the FCDO Code of Conduct and related polices for further information. which must be adhered to by all staff.

Security Training

If you are being posted to a SAFE mandated Post, you must attend a Security Awareness in Fragile Environments (SAFE) Training course before starting your posting. You must also attend the mandatory 2-day Overseas Security Course (OSC). Information on the criteria and how to book both courses can be found on the North Star portal.

We recommend reading the latest overseas security advice for your country by visiting Government Security Centre International (GSeCI). To access click www.security.gov.uk, sign in and navigate to ‘GSeC International’ under the ‘Guidance’ tab.

Training and Development

For all your pre-posting preparations, please refer to the step-by-step guide on preparing for a posting and to the International Academy's Heads of Mission Programme and Deputy Heads of Mission Programme pages on the intranet; here you will find comprehensive guidance on training courses, including how to register for the mandatory 2 week intensive **Heads of Mission Programme and Deputy Heads of Mission Programme** plus other useful resources, L&D information and tools.

The training is delivered on a hybrid basis, meaning some of the course is online and some will require in-person attendance (please refer to the link for details). Should you not be able to attend prior to taking up your posting, you will need to combine the programme with other duty travel back to the UK. Directorates/Posts should meet costs of expenses. If you are attending the programme in between moving from one overseas posting to another (with no base in London), HR Learning & Development will meet your UK expenses.

All Heads of Mission, but especially those who are newly promoted/upgraded, are encouraged to look at the FCDO internal Coaching and Mentoring offer. You can self-select a coach or mentor from the databases on the intranet pages. You may also wish to consider offering your services as a mentor to others, please check the mentoring pages on how to sign up as mentor.

Languages: If you are in a speaker slot it is important that you complete your Speaker Slot Form immediately and send to EMAIL @fcdo.gov.uk who will help arrange your Full Time Language Training.

Crisis Preparedness and Response

Crisis response is a high-profile area of FCDO work and one to which Ministers, including the Prime Minister, pay attention. Our crisis response affects our ability to deliver all our objectives. As HMA you may be called on to act as either Crisis Leader or Crisis Manager during a crisis and to manage the Post end of our crisis response. The formal three-day Crisis Leadership Course is mandatory for Heads of Mission and DHMs. Please visit the Crisis Management pages on the FCDO intranet to read key crisis response information. To apply for a place on the CLC, complete the application form stored within the CLC page, which also lists course dates. The form should then be sent to EMAIL @fcdo.gov.uk.

Any questions about the course can also be sent to this address. To help with your pre-posting planning, you can attend this course ahead of agrément being received. Before you attend the course, we recommend you request a briefing with the relevant geographical Preparedness and Risk officer in CMD, who can advise you on any particular issues related to your new Post.

Disability Guidance

If you have a recognised disability under the provisions of the Equality Act 2010, and require reasonable adjustments, please contact the Disability Policy and Workplace Adjustments Team in HRD as soon as possible. They will be able to support an assessment of any adjustments you may require for your role, and whether these can reasonably be implemented.

Terms and Conditions

Staff promoted within or into the SCS for jobs advertised after 1 July 2013 are subject to changes to Terms and Conditions of Service.

Very Small Embassy or Post

If you have been appointed to a Very Small Embassy or Post (VSEP), you and those accompanying you to post may need a mandatory face to face Occupational Health review. The referral and appointments will be triggered by the submission of your on-line medical clearance application. Any VESP H&W policy queries please contact Overseas Health and Welfare, IHR.

Politically Exposed Persons

Recent legislative changes in the UK that transpose the 4th EU Money Laundering Directive into UK law mean that a small number of senior colleagues are now likely to be considered as Politically Exposed Persons.

This will primarily affect Heads of Mission, former HoM's and Director Generals. If financial institutions have identified these officers as PEPs, they may be subject to enhanced due diligence by banks and financial institutions. This is not a standard process across all banks and what this will entail will not be the same in each case.

Typically, a bank will ask questions about personal financial arrangements and sometimes those of extended family members. The banks may also threaten to sever their relationship with you or that of a family member if no response is received.

International HR have worked closely with the Treasury and Financial Conduct Authority (FCA) to guide banks on a proportionate and risk-based assessment of customers considered PEPs under current Money Laundering Regulations. The outcome of this work can be seen in the FCA guidance on this matter.
If you or your family have received questions about your financial affairs from banks on the basis that you are a PEP, HR Direct would be pleased to supply a letter for you to use with your bank that reiterates the above FCA Guidance. Please email HR Direct.

Duties of Employees

Staff and their accompanying spouses / partners / family members are expected to adhere to the high standards of conduct and respectful behaviours required of those posted overseas, and to refrain from any action that could result in reputational damage to HMG or impact negatively upon FCDO staff. Please see the FCDO Code of Conduct and Dignity and Respect at work: Policy as well as related polices for further information. If there is an allegation of inappropriate behaviour, a fact-finding investigation will normally be conducted. This may result in a spouse / partner/ accompanying family member being asked to leave Post, or a decision to cut short the posting.

DSFA

Before going overseas, spouses and partners should register with the Diplomatic Service Families Association (DSFA) in order to access courses and advice on: going abroad; careers and employment overseas; finances; family information, and education and courses for HoM spouses and partners. The DSFA's courses for spouses/partners are listed under the 'Going Abroad' section.

Overall management responsibilities at Post

As Head of Mission, you are responsible for the overall management at Post relating to people, finance, estates, consular, programme delivery and any other responsibilities that come under the jurisdiction of your role. FCDO key controls under our Management Assurance Process include complying with HMT requirements in Managing Public Money, preventing loss of funds, preventing harm to our staff or others and managing risk to our reputation. You should also make sure you review Preparing to go Overseas - Guidance for HoMs (sharepoint.com).

Overseas Allowance

All overseas allowances are discretionary and subject to regular review. HR Directorate is currently aligning some overseas allowances therefore current entitlements and provisions may change. You are reminded that financial plans should not be made on the basis of receiving a certain level of allowances.

Arrival and Departure Reports

Your HERA number is PERSONAL DATA As soon as you start your new role, you must complete an arrival report using this number and update your People Finder profile on the FCDO Intranet. It is a requirement for all officers to complete Arrival and/or Departure reports for both home and overseas positions.

If you are leaving an overseas position you will need to complete a separate Departure report (if you did not complete a Departure Report when you left your previous post/department) as well as an arrival report. This information will be used to update HERA (HR MI System) and may affect your pay should you fail to complete the forms. More information on Arrival and Departure Reports can be found on FCDO Intranet.

***Optional Years and Extensions**

If your posting includes an optional year and you are interested in taking this, or asking for an extension you will need to ask your Line Manager and Director to complete the **Extension Request Form** and return it to the HRD Senior Appointments team who can provide the form on request.

The HRD Senior Appointments Team will contact you in plenty of time to allow the request to go through the necessary clearance process and ensure the recruitment process of the role is not hindered if approval is not granted. They will clear the request through the Chief People Officer and the Senior Leadership Board. Please note that there is no guarantee that requests will be approved and they must be supported by a robust business case setting out the business rationale and any relevant personal factors. If your optional year is approved, you are obliged to continue in your posting until the end of the optional year. Please remember to update your End of Tour Date on HERA.

End of Posting

Given that end of posting dates are always subject to fine-tuning for operational reasons, you should avoid making firm advance plans for the period immediately following your anticipated end of posting. In particular you should avoid financial commitments, such as deposits for holidays, unless you are prepared to insure yourself against possible cancellation. Please ensure you complete a Departure Report before leaving post.

Many congratulations on your appointment. I wish you all the best.

Yours sincerely,

JCS

HR Services Resourcing Team

Encl: Role profile

Cc: Relevant Director - Scott Furssedonn-Wood
Hiring Manager - Sir Oliver Robbins EMAIL
HRD Senior Appointments
JCS – Senior Leadership Board Secretariat
HRD Talent & Performance
Gerard McGurk, Security Director
UK HOM Postings
JCS , HR Health and Welfare
Overseas Welfare Officer - JCS
HR Services Overseas Team
Home Allowances and Pay
JCS Pay & Reward
JCS , DSFA
HR Business Partner – JCS
Executive Coaching
JCS , IPD
JCS , Heads of Mission Media Training.
JCS , Special Point of Contact for Heads of Mission, HR Direct
Su-Lin Garbett-Shiels, Head of Crisis Management Department
EMAIL @fcdo.gov.uk
EMAIL @fcdo.gov.uk
EMAIL @fcdo.gov.uk
EMAIL @fco.gov.uk

Personal data collected as part of our HR policies will be processed in accordance with the FCDO's Data Protection Policy and Privacy Notice

14 - 11-09-2025 Record of Prime Minister meeting

Mike Ostheimer

From: Ailsa Terry
Sent: 11 September 2025 22:42
To: PM Private Office Support Team - Internal
Cc: Kunal Patel; Dan York-Smith; Mike Ostheimer
Subject: PM meeting - HMA Washington

OFFICIAL-SENSITIVE

Hi team

Please see a note for the files regarding the PM's meeting on HMA Washington today: please retain this for records but do not issue.

The Prime Minister chaired a meeting to decide on next steps with regard to HMA Washington on Thursday 11 September. This was attended by the DPM, Foreign Secretary, FCDO PUS, Chief Whip and No 10 staff.

The Prime Minister opened the meeting by outlining the situation as he saw it regarding the further reports about Lord Mandelson's links with Epstein. He referenced the his concern at the judgements and views expressed in the cache of emails released by Bloomberg, that the answers Mandelson provided to FCDO PUS Olly Robbins regarding the emails did not give him confidence that there were not further revelations to come and the serious discomfort in the PLP. The emails revealed a depth and extent of a relationship with Epstein which he had not been aware of previously when he made the decision to appoint Mandelson. On this basis, he proposed to ask Mandelson to resign from his post as HMA Washington.

FCDO PUS advised that in practice Mandelson would be withdrawn from Washington and return to FCDO headquarters. All present agreed this was the correct course of action. It was agreed to release a short statement which was drafted and cleared by those present.

The Foreign Secretary underlined the importance of clarity and transparency when answering the Urgent Question tabled that morning. The Deputy Prime Minister underlined the need to engage the US system to ensure they understood the context. The Prime Minister strongly agreed with both these points. The Chief Whip emphasised the serious discomfort amongst the PLP. The Prime Minister was clear about his strong concern for Epstein's victims and the importance of the work of the government to tackle Violence against Women and Girls.

It was agreed that James Roscoe, the Deputy Ambassador to Washington, would take over as Charge d'Affaires ad interim with immediate effect until the next HMA Washington was appointed, and would support the US State Visit in the usual way. FCDO PUS spoke by telephone to Mandelson towards the end of the meeting to inform him of the Prime Minister's decision and of the next steps. It was noted that the Palace had been informed of the decision during the meeting.

Ailsa

Ailsa Terry CMG| Private Secretary for Foreign Affairs| Prime Minister's Office | 10 Downing Street, London, SW1A 2AA | T: PHONE NUMBER

15 - 11-09-2025 - Email chain containing departure letter

From: Peter Mandelson
To: JCS
Cc: DL Washi Private Office; James Roscoe; Lucy Ferguson; Mungo Woodifield; JCS
Subject: FW: Farewell
Date: 11 September 2025 14:39:24

OFFICIAL-SENSITIVE - HMG ONLY

JCS ,

Please could you issue this message below on behalf of Lord Mandelson, copying his email address, to all staff.

We should have in the subject title: Farewell from Lord Mandelson.

JCS

OFFICIAL SENSITIVE HMG ONLY

From: Peter Mandelson EMAIL @fcdo.gov.uk>
Sent: Thursday, September 11, 2025 9:13 AM
To: DL US Network All Staff (External) EMAIL @fcdo.gov.uk>
Subject: Farewell

Dear All,

As you will be have seen, my position as Ambassador to the United States has come to an end.

Being Ambassador here has been the privilege of my life, and Reinaldo's. I could not have wished for a better welcome by you all, a better introduction to the job or better support while here. Your professionalism has been superb, more so than I have experienced in any public role. For this I thank you from the bottom of my heart.

The circumstances surrounding the announcement today are ones which I deeply regret. I continue to feel utterly awful about my association with Epstein twenty years ago and the plight of his victims. I have no alternative to accepting the Prime Minister's decision and will leave a position in which I have been so incredibly honoured to serve.

The relationship between Britain and the United States of America is a unique one. I know that you will continue to serve and deepen that relationship from DC right across our brilliant network.

I wish to thank you for all of your efforts in serving me as your Ambassador. In a short time we have achieved so much. We leave the relationship with the US in a really good condition, with a magnificent State Visit and the new US-UK Technology Partnership – my personal pride and joy that will help write the next chapter of the special relationship – set for next week.

Thank you from me, Reinaldo and Jock. I will treasure the experience and memory of having worked with you all.

Very best

Peter

16 - 11-09-2025 - Email regarding letter sent to Peter Mandelson

16 - 11-09-2025 - Email regarding letter sent to Peter Mandelson

From: Mark Powerl EMAIL

Sent: Thur 11/09/2025 7:31:19 PM (UTC)
To: Alice McCullough EMAIL @fcdo.gov.uk]
Cc: JCS @fcdo.gov.uk]
Subject: FW: PERSONAL - LETTER FOR LORD M
Attachment: 110925 Letter to Lord Mandelson.pdf
Attachment: Contract of Employment LPM.pdf

OFFICIAL-SENSITIVE - HR - MANAGEMENT

For the record (JCS please can you file).

Mark Power | Interim Chief People Officer | HR Directorate
Foreign, Commonwealth and Development Office | King Charles St | London | SW1A 2AH
EMAIL @fcdo.gov.uk
PHONE NUMBER
Private Secretary: JCS
Chief of Staff: JCS

OFFICIAL-SENSITIVE - HR - MANAGEMENT

From: Mark Power
Sent: 11 September 2025 20:30
To: James Roscoe
Subject: PERSONAL - LETTER FOR LORD M

James,

I should be grateful if you could arrange for this email to be printed, sealed in an envelope and passed to Lord Mandelson. Please could you ensure it is not seen by other staff members in order to respect Peter's privacy. Should Peter wish, I would be happy to continue further correspondence by email to a personal account.

Thanks,

Mark

Mark Power | Interim Chief People Officer | HR Directorate
Foreign, Commonwealth and Development Office | King Charles St | London | SW1A 2AH
EMAIL @fcdo.gov.uk
PHONE NUMBER
Private Secretary: JCS
Chief of Staff: JCS

17 - 12-09-2025 Record of call with No 10 Director of Communications

17 - 12-09-2025 Record of call with No 10 Director of Communications

Fact-finding call between

Mike Ostheimer (General Counsel to the PM) and Matthew Doyle (MD)

Approx 8pm on 12-09-2025

Summary of call

- Lord Mandelson (LM) is a personal friend of MD, so while he doesn't recall specific instances he certainly would have seen him at social events around December 2024.
- MD said he would not have had a unilateral meeting with LM to discuss the appointment.
- MD said he did however have a number of conversations with Morgan McSweeney (MM) that were 1:1.
- Recalls a number of wider political meetings around the time "some more formal than others".
- MD recalls some "back and forth" with MM, which resulted in three specific questions for LM to answer in respect of Jeffrey Epstein. Possibly some discussion of Global Counsel as well.
- MD recalls there were interactions with Ailsa Terry and Jonathan Powell (JP) on the matter, though not details. MD believes JP was particularly cautious about the appointment.
- MD does not recall any unique correspondence or a specific letter from LM to the PM about the appointment.

Ends

18 - 12-09-2025 Record of call with National Security Adviser

18 - 12-09-2025 Record of call with National Security Adviser

Fact-finding call between

Mike Ostheimer (General Counsel to the PM) and Jonathan Powell (NSA)

Approx 20:35 on 12 September 2025

Summary

- Jonathan Powell (JP) found the appointment process unusual of Lord Mandelson (LM) weirdly rushed, noted Nin Pandit holding PPS pen and Ailsa Terry handling FCDO.
- JP doesn't recall any specific meetings on this that he was involved in, though there were a few conversations.
- JP raised concerns about the individual and reputation to Morgan McSweeney (MM).
- MM responded that the issues had been addressed.
- In terms of PM engagement, JP believes the PM may have had a couple of political conversations around this but JP was not party.
- In respect of correspondence from LM to the PM, JP didn't see anything himself. JP had a vague feeling there was some incoming communication from LM to someone but has low confidence in that or what it was.
- JP noted FCDO PUS was Philip Barton at the time who also had reservations around the appointment.

Ends

19 - 17-09-2025 - Further emails regarding letter sent to Peter Mandelson

From: Peter Mandelson EMAIL
Sent: 17 September 2025 14:35
To: Mark Power < EMAIL @fcdo.gov.uk>
Subject: Re: Further correspondence

Thank you for your letter. These dates are right given the delay in obtaining Jock's veterinary certification.

My chief concern is leaving the US and arriving in the UK with the maximum dignity and minimum media intrusion which I think is to the advantage of all concerned, not least because I remain a crown/civil servant and expect to be treated as such. How is the FCDO assisting in this ?

I am not sure what you mean by paras 12 and 13. My understanding is that I have common law employment rights but this will be better understood by lawyers than by me.

Very best

Peter

Sent from my iPhone

On 17 Sep 2025, at 07:21, Mark Power < EMAIL @fcdo.gov.uk> wrote:

OFFICIAL

Peter,

I attach a further, I am afraid necessarily formal, HR letter relating to arrangements for your return. Please let me know if we can do anything further to assist, or support you in any

other way. I'm of course available to discuss any of the contents. I am currently in Israel for time zone purposes in case you do.

Thank you,

Mark

Mark Power | Interim Chief People Officer | HR Directorate

Foreign, Commonwealth and Development Office | King Charles St | London | SW1A 2AH

EMAIL @fcdo.gov.uk

PHONE NUMBER

Private Secretary: JCS

Chief of Staff: JCS

Follow us online: www.gov.uk/fcdo

JC

20 - 17-09-2025 - Letter to Peter Mandelson regarding departure

Foreign, Commonwealth & Development Office

Chief People Officer
HR Directorate
King Charles Street
London
SW1A 2AH

www.gov.uk/fcdo

Rt Hon Lord Peter Mandelson

(By email)

17 September 2025

Dear Peter,

I am writing following my letter of 11 September 2025 and subsequent exchanges with myself and the PUS. I wanted to follow up on some further steps with respect to your departure from Washington.

We have now agreed that you will remain in the United States until 24 September 2025 but will be departing the Residence on 18 September 2025 and making personal arrangements until you depart for the UK. HRD colleagues are supporting you on your return to the United Kingdom.

The above means that from 18 September, you will be considered as being on 'End of Tour Leave' (EOTL). In line with HR policy, allowances attached to overseas roles must cease at the point of departure from the official residence. I must therefore inform you the entitlement to overseas allowances, which is the component of your pay that is labelled as DSCA and COLA, will no longer be paid. This will be reflected in your September payslip.

I understand that before you leave the Residence, you have made arrangements to hand over your diplomatic ID card. You should exit the USA on your diplomatic passport as usual, but this will need to be returned for cancellation once you are back in the UK.

As I outlined in my previous letter, the FCDO's preference remains to reach an agreement with you without relying on clauses 12 and 13 in your contract of employment. I am aware that ongoing uncertainty is stressful for you and therefore suggest we take steps to agree this as soon as possible.

Given you are now not returning to the UK until 24 September, unless you would prefer to correspond on the matter, I propose we hold a virtual meeting on 23 September 2025. You are welcome to be accompanied to this meeting by a colleague or trade union representative. Please can you confirm your preference for correspondence or a meeting by Friday 19 September?

Your sincerely,

MARK POWER

CHIEF PEOPLE OFFICER

21 - 23-09-2025 - Emails regarding call with Peter Mandelson

From: JCS [/ EMAIL

Sent: Wed 24/09/2025 11:39:00 AM (UTC)
To: JCS EMAIL @fcdo.gov.uk]
Subject: FW: PERSONAL: Mandelson Follow up
Attachment: Note - P. Mandelson departure 230925.docx

From: Mark Power
Sent: 23 September 2025 19:03
To: Catherine-Naomi Jobshare ; JCS
Cc: Alice McCullough ; JCS ; Serena Stone ; Olly X Robbins
Subject: PERSONAL: Mandelson Follow up

Catherine/Naomi and JCS ,

Please find attached a note of a call I held with Peter Mandelson this afternoon regarding his employment contract.

He has sought advice, during the conversation he intimated this had been from Senior Counsel (a KC) specialising in employment law.

His argument heavily focusses on the reasonableness of the PM's decision. There is some carefully placed language around the public implications of not reaching a settlement, and the nature of an employment tribunal case. I have discussed this with the PUS.

LPP

There is a potential, that absent a positive indication, Peter goes public on some of his claims so there is some urgency.

Mark

Mark Power | Interim Chief People Officer | HR Directorate
Foreign, Commonwealth and Development Office | King Charles St | London | SW1A 2AH
EMAIL @fcdo.gov.uk
PHONE NUMBER
Private Secretary: JCS
Chief of Staff: JCS

22 - 06-10-2025 Email regarding letter to the CST from the PUS FCDO

From: Serena Stone[EMAIL

Sent: Mon 06/10/2025 5:05:59 PM (UTC)

To: EMAIL @hmtreasury.gov.uk EMAIL @hmtreasury.gov.uk]

Cc: Zoe Kinch (Cabinet Office) (Sensitive) EMAIL @cabinetoffice.gov.uk]; Caroline Hurndall[EMAIL @fcdo.gov.uk]; Dan York-Smith[EMAIL @no10.gov.uk]; James Bowler (HMT) ; Tim Jones (Dir Finance) EMAIL @fcdo.gov.uk]; Mark Power EMAIL @fcdo.gov.uk]; Catherine-Naomi EMAIL @fcdo.gov.uk]; Alice McCullough EMAIL @fcdo.gov.uk]; JCS EMAIL @fcdo.gov.uk]

Subject: HR / Management: Special severance payment

Attachment: 2025-10-06 lt CST - settlement HMA.pdf

Attachment: Draft Settlement Agreement (PM) .docx

Attachment: Draft Business Case (PM).docx

OFFICIAL-SENSITIVE

Emily,
Please see attached letter from Olly Robbins to the Chief Secretary. I haven't put protective markings on the email so that this can be processed by private offices, but I would be grateful if all copy addressees could treat the contents sensitively.
Many thanks,
Serena
Serena Stone | Private Secretary to the Permanent Under - Secretaries, Sir Oliver Robbins and Nick Dyer | Foreign, Commonwealth & Development Office | Email: EMAIL @fcdo.gov.uk | Mobile: PHONE NUMBER

OFFICIAL-SENSITIVE

23 - 06-10-2025 - Letter from PUS FCDO to CST

23 - 06-10-2025 - Letter from PUS FCDO to CST

Foreign, Commonwealth and Development Office
King Charles Street, London SW1A 2AH

From the Permanent Under Secretary

James Murray MP
Chief Secretary to the Treasury
1 Horseguards Road
London SW1A 2HQ

6 October 2025

[Dear Chief Secretary,]

SPECIAL SEVERANCE PAYMENT

I attach the Business Case for a Special Severance Payment to Lord Mandelson following his withdrawal as HMA Washington last month. The FCDO wishes to pay £40,330 in lieu of three months' notice, plus a termination payment of £34,670. While the total amount of the payment (£75,000) is within our delegated authority, the case will attract public interest so I would be grateful for your approval.

2. This represents good value for money. LPP

The proposed severance payment will be subject to the individual signing a Settlement Agreement which contains undertakings that the agreement is in full and final settlement of all claims, and includes confidentiality undertakings related to the payment. The Department will not publish the detail of this payment. For information, we do disclose exit payments values and numbers in the Staff Report in our accounts in banded groupings by amount but do not disclose the names of individuals. Last year there were 57 payments in the £50-100,000 band.

3. Given that Lord Mandelson remains employed by the Department on full pay, but is not redeployable, I would be grateful for your urgent consideration of this Business Case.

4. I am copying this letter to Darren Jones (CDL), Dan York-Smith (PPS/No 10), Caroline Hurndall (PPS/Foreign Secretary), Chris Wormald (Cabinet Office), James Bowler (HMT) and colleagues here.

[Yours ever,]

O. Robbins

OLIVER ROBBINS

Proforma for Special Severance Business Cases

Special Severance Business Case	
Contact in Sponsor Department	Mark Power
Name of Requesting Organisation	Foreign, Commonwealth and Development Office (FCDO)
Date Case is Submitted	30 September 2025
Date Decision is needed and why	As soon as possible. The individual remains on FCDO payroll, therefore swift agreement to the special severance package will allow the organisation to conclude the appointment without further delay or cost.
Accounting Officer who approved case	Oliver Robbins

Circumstances of the Case
Is this within the delegated limit and NCR?
Please provide how this payment could be seen as Novel, Contentious or Repercussive. **The value of the proposed special severance payment is below £95,000, so is within the delegated limit. The individual's annual salary is also below the threshold of £174,000. However, the individual is a member of the Senior Civil Service (SCS) and the application for special severance could attract public interest given the individual's role and profile. This is outlined under 3.1 Delegated Limits guidance: *d) It has high visibility or is likely to be contentious (at any grade). Contentious would include, but is not limited to, cases likely to attract public attention, involving a senior member of staff, and/or high payments.*** **The Foreign Secretary, No.10 and the Foreign Secretary will be appraised and sighted on this special severance package given the position the individual held in the organisation and their profile.**
Overview of the Case and Organisation
Please provide a brief case history, with key dates, summarising how the situation has come about. Specify organisations key deliverables, size and previous use of severance payments. **The individual was appointed HMA Washington via the political appointment process in December 2024. He took up post on 3 February 2025.**

Following the publication of historic correspondence from the individual, the Prime Minister instructed the FCDO to withdraw the individual from post on 11 September 2025. The FCDO took reasonable steps to arrange a rapid departure from the official Residence and ceased the payment of allowances associated with the role effective 18 September 2025.

There is no suggestion of misconduct in role that would give rise to normal disciplinary proceedings, and the individual has a high profile which could give rise to reputational damage to the FCDO and HMG were a court or tribunal claim to be pursued.

LPP

To our knowledge, this case is unprecedented in the FCDO.

Terms of employment

What are individual's terms of employment (length of service, current salary, contractual notice period, type of contract (e.g. fixed term, part time)?

- **The individual began FCDO employment on 3 February 2025. His length of service at the point he was withdrawn from post as HMA Washington was 7 months and 8 days.**
- **The individual is subject to a three-month notice period, and the contract provides the right to pay salary in lieu of notice.**
- **The individual was appointed on a four-year fixed term contract for the role of HMA Washington only.**
- **The individual's annual salary on appointment was £157,000. Following the SCS pay award (effective 01 April 2025), it moved to £161,318.**

Breakdown of proposed exit payment

Please list each type of payment separately e.g. Statutory redundancy, pay in lieu of notice, Special Severance Payment. This should include both contractual and non-contractual elements.

- **Pay in lieu of notice (PILON) for 3 months' notice (contractual payment): £40,330**
- **Special Severance Payment (Termination Payment): £34,670**

The FCDO believes that it is entitled to pay the first £30,000 of the Termination Payment without statutory deductions on the basis that it is not subject to a charge to income tax (in accordance with sections 402A(1) and 403 of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA")). The balance of the Termination Payment will be taxable as a termination award exceeding the threshold (within the meaning of sections 402A(1) and 403 of ITEPA).

Proposed ways of proceeding

What is the individual's contractual entitlement, and why do you propose to make a Special Severance Payment? What is the scope for reference to tribunal (incl. summary of the legal assessment of the chances of winning or losing the case, potential consequences)? Other options considered?

The individual's contract states an entitlement to 3 months' notice or payment in lieu of notice. On advice of his counsel, the individual has stated this is insufficient, particularly as they believe the actions of HMG have permanently damaged their employability.

LPP

likely legal costs would be several hundred thousands of pounds LPP

Given the reputational impact for HMG, a modest settlement as proposed is the recommended course of action, LPP

The proposed severance package will be subject to the individual signing a Settlement Agreement, LPP **.**

Financial Considerations

The value for money consideration underlying the proposed payment

Set out break-down of costs, including legal costs, potential tribunal awards. Highlight efficiency savings from workplace reform and/or any associated repercussive risks e.g. conduct issues to the delivery of the organisation's objectives. Provide rationale for proposed level of settlement (with pay comparison i.e. x months' pay / y% of salary); costs of alternative options, and why a proposed settlement offers best (include best value for money) solution. When considering vfm, non-financial costs (i.e. effect on staff morale, achievement of business objectives) can also be considered.

Negotiations began with a request by the individual to pay out the remainder of the 4-year salary costs of the fixed term appointment. This would have amounted to £547,201.

The severance payment we are requesting is significantly below this and amounts to just over 5 and a half months salary (which includes the individual's contractual entitlement to 3 months' notice pay). **Given 3 months is a contractual obligation, and given the highly political nature of the withdrawal, this is a reasonable settlement that would allow HMG to announce that the individual is no longer employed.** **With reference to the information provided in the "Proposed ways of proceeding" section, the proposed special severance package** LPP

Non- Financial Considerations
Performance management
Specify if performance has been an issue for the individual. Provide details of performance management procedures followed if applicable. **Performance has not been an issue for the named individual. He was not subject to any formal performance management procedures during his tenure as HMA Washington.**
Management procedures
Specify measures taken to prevent the exit, including efforts to perform reasonable adjustments, resolve grievances or redeploy. **None. The individual was a political appointment on a four-year fixed term contract to perform the role of HMA Washington only. There was/is no option for redeployment elsewhere in the FCDO or Diplomatic Service, having lost the confidence of the Prime Minister.**
Repercussive risk
Lessons learnt from this case
Explain what lessons have been learned and how management systems have been/will be improved to avoid future occurrences of similar cases. **The FCDO does not have anything further to add with regards to lessons learnt. Given the circumstances of the individual's appointment, the PUS has advised the Foreign Secretary of improvements he would recommend to the process of making direct ministerial appointments.**
Wider impact and potential precedents
Explain whether this case might have an impact on or set a precedent for other existing or future cases, both within own organisation, and for other public sector bodies. **It is not believed that this exit or associated special severance payment creates any**

unwelcome precedent for the FCDO or wider public sector bodies. This severance package represents value for money given the individual began a four-year contract in February 2025 and began negotiations with the request that the contract was honoured and anticipated salary paid in full.
Any other useful information
It should be noted that Peter Mandelson's appointment to HMA Washington was a political appointment.

25 - 10-10-2025 - Email confirming readout of CST

From: JCS - HMT| EMAIL @hmtreasury.gov.uk]
Sent: Fri 10/10/2025 4:02:01 PM (UTC)
To: Serena Stone| EMAIL @fcdo.gov.uk]
Cc: Zoe Kinch (Cabinet Office) (Sensitive)| EMAIL @cabinetoffice.gov.uk]; Caroline Hurndall| EMAIL @fcdo.gov.uk]; Dan York-Smith|EMAIL]; Bowler, James EMAIL @hmtreasury.gov.uk]; Tim Jones (Dir Finance)| EMAIL @fcdo.gov.uk]; Mark Power| EMAIL @fcdo.gov.uk]; Catherine-Naomi Jobshare| EMAIL @fcdo.gov.uk]; Alice McCullough| EMAIL @fcdo.gov.uk]; JCS | EMAIL @fcdo.gov.uk]; JCS - HMT| EMAIL @hmtreasury.gov.uk]; JCS - HMT| EMAIL @hmtreasury.gov.uk]; Brazell, Shadi - HMT| EMAIL @hmtreasury.gov.uk]; Amin-Smith, Neil - HMT| EMAIL @hmtreasury.gov.uk]
Subject: RE: HR / Management: Special severance payment
Attachment: 2025-10-06 lt CST - settlement HMA.pdf
Attachment: Draft Business Case (PM).docx
Attachment: Draft Settlement Agreement (PM) (revised by GLD on 09.10.25).docx

Hi Serena,
Thanks for sending this across.
CST is happy to agree to the recommendation for the £75,000 severance payment on the terms proposed (as updated yesterday – see attached).
Approval is on the condition that:

1. The terms of agreement exclude any non-disclosure requirement, or other prohibition related to publishing details of the claim.

He is keen to ensure agreement is implemented as soon as possible to minimise additional costs, so grateful if you can work at pace on this. Please you can confirm when the agreement would be finalised.
Best,
JCS

HM Treasury

JCS (She/Her)
Assistant Private Secretary to the Chief Secretary to the Treasury | Mobile: PHONE NUMBER

From: Serena Stone
Sent: 06 October 2025 18:06
To: JCS - HMT
Cc: EMAIL @cabinetoffice.gov.uk; Caroline Hurndall ; Dan York-Smith ; Bowler, James - HMT ; tim.jones ; Mark Power ; Catherine-Naomi Jobshare ; Alice McCullough ; JCS
Subject: HR / Management: Special severance payment

OFFICIAL-SENSITIVE

JCS,

Please see attached letter from Olly Robbins to the Chief Secretary. I haven't put protective markings on the email so that this can be processed by private offices, but I would be grateful if all copy addressees could treat the contents sensitively.

Many thanks,

Serena

Serena Stone | Private Secretary to the Permanent Under - Secretaries, Sir Oliver Robbins and Nick Dyer | Foreign, Commonwealth & Development Office | Email: EMAIL @fcdo.gov.uk | Mobile: PHONE NUMBER

26 - 13-10-2025 - Email regarding settlement agreement

From: Alice McCullough[EMAIL

Sent: Mon 13/10/2025 8:29:08 AM (UTC)

To: THIRD PARTY

Cc: Catherine-Naomi Jobshare[EMAIL @fcdo.gov.uk]; Mark Power[EMAIL @fcdo.gov.uk]; JCS [EMAIL @fcdo.gov.uk]; Serena Stone [EMAIL @fcdo.gov.uk]

Subject: PM Settlement Agreement

Attachment: Draft Settlement Agreement (PM) 2025-10-25.docx

OFFICIAL-SENSITIVE - HR - MANAGEMENT

Dear THIRD PARTY,

I understand that Mark Power informed you that I would be picking up the settlement arrangements for Peter Mandelson while he is out of the office.

Please see attached a draft settlement agreement for your client's consideration, which has been agreed in principle by the relevant Ministers. This reflects agreement to pay the settlement of £75,000 within 7 days of the agreed termination date, as discussed.

I believe it is in both parties' interest to conclude this as quickly as possible and have therefore proposed a termination date of 16 October 2025, which would enable payment to be made no later than 17 October 2025. Please let me know if this would cause any difficulties

I'd be grateful if you could relay this to your client and complete the missing information highlighted in yellow in the settlement agreement. Please let me know if a discussion on any of this would be helpful.

With best wishes,

Alice

Alice McCullough

Alice McCullough | DD: Workforce Reward, Analysis and Policy | HR Directorate | Foreign, Commonwealth & Development Office | King Charles Street | London SW1A 2AH | E: EMAIL @fcdo.gov.uk M: PHONE NUMBER

OFFICIAL-SENSITIVE - HR - MANAGEMENT

27 - 16-10-2025 - Emails regarding settlement figures

From: Helena Vega-Lozano[EMAIL

Sent: Thur 16/10/2025 7:52:07 AM (UTC)
To: Alice McCullough| EMAIL @fcdo.gov.uk]
Subject: RE: PM Settlement

V helpful thank you

From: Alice McCullough
Sent: 16 October 2025 08:40
To: Helena Vega-Lozano
Subject: Re: PM Settlement

OFFICIAL-SENSITIVE - HR - MANAGEMENT

Yes - I think they've already seen in the context of the FAC letter and it's been approved by HMT Ministers. If there's any pushback, it might be worth mentioning that he opened negotiations asking us to pay out his contract (over £500k). Mark did v well to get this settlement down this low with minimal fuss.
Sent from Outlook for iOS

OFFICIAL-SENSITIVE - HR - MANAGEMENT

From: Helena Vega-Lozano EMAIL @fcdo.gov.uk>
Sent: Thursday, October 16, 2025 8:29:17 AM
To: Alice McCullough < EMAIL @fcdo.gov.uk>
Subject: RE: PM Settlement

OFFICIAL-SENSITIVE - HR - MANAGEMENT

Thanks Alice, very helpful. Can I share the actual numbers with SpAds (assuming they raise it – I wont volunteer)?

OFFICIAL-SENSITIVE - HR - MANAGEMENT

From: Alice McCullough < EMAIL @fcdo.gov.uk>
Sent: 15 October 2025 21:12
To: Helena Vega-Lozano EMAIL @fcdo.gov.uk>
Subject: PM Settlement

OFFICIAL-SENSITIVE - HR - MANAGEMENT

Hi Helena,
Just in case this comes up in your meeting with SpAds tomorrow I wanted to give you the latest on Lord Mandelson.

- HMT have agreed a settlement of £75,000 made up of:
    - Payment in lieu of notice element - £40,329.50 subject to normal taxation and aligned to contractual entitlement.
    - A special severance payment of £34,670.50 subject to a tax exemption on the first £30,000. The remaining £4,670.50 is subject to normal tax and NI deductions.

- We expect this to be signed tomorrow (all being well) and we will move to instruct pay roll to process the payment immediately on receiving the signed agreement.
- This will confirm that as of the point of signature, he is no longer an employee of the FCDO.
- The PUS intends to write to FAC and PAC setting this out once the settlement is signed.

Hope that's helpful,

Thanks

Alice

Alice McCullough | DD: Workforce Reward, Analysis and Policy | HR Directorate | Foreign, Commonwealth & Development Office | King Charles Street | London SW1A 2AH | E: EMAIL @fcdo.gov.uk M: PHONE NUMBER

28 - 16-10-2025 - Email regarding settlement agreement

From: Alice McCullough[EMAIL

Sent: Thur 16/10/2025 12:20:45 PM (UTC)

To: JCS | EMAIL @fcdo.gov.uk]; Catherine-Naomi Jobshare| EMAIL @fcdo.gov.uk]; Mark Power| EMAIL @fcdo.gov.uk]

Subject: FW: Settlement Agreement

Attachment: Scan 16 Oct 2025 at 13.05.pdf

OFFICIAL-SENSITIVE - HR - MANAGEMENT

Hi all – to see this is just in.

LPP

Mark – let's pick up when we can on next steps in terms of handling.
Thanks
Alice

Alice McCullough | DD: Workforce Reward, Analysis and Policy | HR Directorate | Foreign, Commonwealth & Development Office | King Charles Street | London SW1A 2AH | E: EMAIL @fcdo.gov.uk M: PHONE NUMBER

OFFICIAL-SENSITIVE - HR - MANAGEMENT

From: THIRD PARTY
Sent: 16 October 2025 13:09
To: Alice McCullough
Subject: Fwd: Settlement Agreement

Dear Alice,
I attach the front page and signed backsheets of the Settlement Agreement.
Do tell me if you require receipt of the entire agreemebt. by post.
Best regards: THIRD PARTY

29 - 20-10-2025 - Email regarding settlement agreement

29 - 20-10-2025 - Email regarding settlement agreement

From: THIRD PARTY
Sent: Mon 20/10/2025 3:04:34 PM (UTC)
To: Alice McCullough| EMAIL @fcdo.gov.uk]
Subject: Fwd: Settlement Agreement
Attachment: Scan 20 Oct 2025 at 15.59.pdf

Dear Alice,

Please find attached a copy of the Settlement Agreement.

Best regards: THIRD PARTY

30 - 16-10-2025 - Settlement Agreement

THIS SETTLEMENT AGREEMENT is made on the 16th day of October 2025

BETWEEN:

"THE PARTIES"

(1) Foreign, Commonwealth & Development Office of King Charles Street, London, SW1A 2AH (the "Employer")

(2) Rt Hon Lord Peter Mandelson of (the "Employee")

PERSONAL DATA

"THE ADVISER"

THIRD PARTY

BACKGROUND

(1) The Employee's employment with the Employer shall terminate on 16th October 2025

(2) The Employee and the Employer have agreed to settle the Specified Claims and any Potential Claims that the Employee may have on the terms set out below.

(3) The Adviser executes this agreement for the purposes only of giving the certificate set out below in clause 9

(4) The Employer enters into this agreement without admission of liability.

IT IS AGREED as follows:

1. Definitions and interpretation

In this agreement:

1.1 **"Claims"** means any claim, grievance or cause of action that the Employee has or may have against the Employer and/or any Government department and/or any Government agency and/or the Crown and any of their employees, officers or agents.

1.2 **"Specified Claims"** are those Claims which the Employee and Employer intend to be settled by this agreement, arising out of or in connection with the Employee's employment or its termination which the Employee has raised, either orally or in writing, as set out in Section 1 of Annex A.

1.3 **"Potential Claims"** are those Claims which are not Specified Claims, but which the Employee and Employer intend to be settled by this agreement, arising out of or in connection with the Employee's employment or its termination as set out in Section 2 of Annex A.

1.4 **"Relevant Claims"** are those Claims which the Employee and Employer intend to be settled by this agreement, arising out of or in connection with the Employee's employment or its termination as set out in Sections 1 and 2 of Annex A, whether Specified Claims or Potential Claims, which are not Excluded Claims.

1.5 **"Excluded Claims"** are those Claims set out in Section 3 of Annex A.

1.6 **"terms and conditions"** means the terms and conditions of the employment of the Employee by the Employer.

1.7 **"Contract of Insurance"** is a contract covering the risk of a claim by the Employee in respect of loss arising in consequence of advice received from the Adviser, and includes an indemnity provided for members of a professional body.

1.8 **"Termination Date"** means 16th October 2025;

1.9 **"statutory deductions"** means deduction of tax and National Insurance contributions.

1.10 References to the singular in this agreement shall include references to the plural and vice versa and words in the masculine include the feminine and vice versa.

1.11 The Annex forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Annex.

1.12 Any references to a clause, sub-clause, paragraph, Annex or section shall be to the relevantly numbered clause, sub-clause, sub-paragraph, Annex or section of this agreement.

1.13 The headings to the clauses and the Annex are for ease of reference and shall not affect interpretation.

1.14 Any reference to a statutory provision includes reference to that statute or to those provisions as from time to time modified or re-enacted and includes any subordinate legislation for the time being in force made under it.

2. Payment to Termination Date and notice

2.1 Provided that the Employee continues to comply with the terms and conditions of his employment, the Employer will pay less statutory deductions the Employee's salary (if it has not already done so at the date of this agreement) up to and including the Termination Date in the usual way, including any entitlement to accrued but untaken holiday less statutory deductions. The Employee's right to salary, Civil Service benefits and any other benefits under the terms and conditions (save for accrued pension rights) shall cease at the Termination Date.

2.2 The Employer will pay the Employee the sum of £40,329.50 as a payment of salary in lieu of notice ("the PILON"), which will be paid less statutory deductions within 7 days of the later of the Termination Date or receipt of this agreement signed by the Employee and the Adviser.

3. Settlement arrangements

3.1 Subject to the Employee's acceptance and compliance with his obligations under this agreement, the Employer will carry out the obligations set out in clause 3.2, without admission of liability, in full and final settlement of all Relevant Claims.

3.2 The Employer agrees to pay to the Employee by way of compensation for the termination of his employment the sum of £34,670.50 (the "Termination Payment") within 7 days of the later of the Termination Date or the date of receipt of this agreement signed by the Employee and the Adviser.

3.3 The Employer and Employee believe that the Employer is entitled to pay the first £30,000 of the Termination Payment without statutory deductions on the basis that it is not subject to a charge to income tax in accordance with sections 402A(1) and 403 of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA"). The balance of the Termination Payment will be taxable as a termination award exceeding the threshold within the meaning of sections 402A(1) and 403 of ITEPA. The Employer shall accordingly make statutory deductions from it at the appropriate rate.

4. Tax indemnity

The Employee shall be responsible for any further statutory deductions due in respect of the Termination Payment and shall indemnify the Employer in respect of such liability.

5. Employer's property

The Employee warrants and confirms that he has, prior to signing this agreement, returned all property and equipment (including laptop computer, mobile telephone, security pass and keys) and all records, correspondence, documents, files and any other confidential information in any media (whether originals, copies or extracts) belonging to the Employer and that the Employee has not retained any copies (including electronic software or information).

6. Confidentiality

The Employee agrees to continue to be bound by their obligations in respect of confidential information after their employment terminates.

7. Employee's representations and warranties

7.1 The Employee accepts that the terms of this agreement are in full and final settlement of all Relevant Claims.

7.2 The Employee agrees to refrain from pursuing or instituting any internal complaint, grievance or appeal under the Employer's internal procedures in respect of any Relevant Claims or any application under the terms of the Data Protection Act 2018 and agrees that any outstanding such complaint, grievance, appeal or application is withdrawn. The Employee further agrees not to bring any proceedings before the Employment Tribunal, the Employment Appeal Tribunal or any other court or Tribunal in respect of any Relevant Claims, nor to continue any such proceedings still continuing as at the date of this agreement.

7.3 The Employee accepts that, except for the sums and benefits referred to in this agreement, no other sums or benefits are due from the Employer in connection with his employment or its termination. The Employee acknowledges that it is the intention of the parties, when entering into this agreement, that it covers all Relevant Claims, whether known or unknown to one or both of the parties and whether the factual or legal basis is known or could have been known to one or both of the parties.

7.4 The Employee represents and warrants as a strict condition of this agreement that as at the date of this agreement he:

7.4.1 has received advice from the Adviser as to the terms and effect of this agreement and in particular its effect on the Employee's ability to pursue Relevant Claims before an Employment Tribunal;

7.4.2 has been advised by the Adviser that there was in force, at the time the Employee received the advice referred to above, cover under a Contract of Insurance;

7.4.3 has instructed the Adviser to advise whether the Employee has or may have any Relevant Claims;

7.4.4 has provided the Adviser with whatever information is in the Employee's possession which the Adviser requires to advise whether there is or may be any Relevant Claims, and that the Employee is not aware of any facts or circumstances which might give rise to any other Relevant Claims, and in particular any personal injury claim;

7.4.5 has no Claims other than the Relevant Claims and the Adviser has advised that, on the basis of the information available to the Adviser, the Employee has no Claims other the Relevant Claims; and

7.4.6 has not committed any material breach of the terms and conditions, such that the Employer would be entitled to dismiss summarily and without compensation, and as at the date of this agreement, the Employee is not aware of any claim or cause of action against the Employer (arising from such employment) by any third party of which the Employer is not aware.

7.5 The Employee acknowledges that the Employer is entering into this agreement in specific reliance on the Employee's representations and warranties in clause 7 and that, without prejudice to any other remedy which the Employer may have, the Employer shall be entitled to withhold payment of any sums payable under this agreement which not by then paid or require the immediate repayment of any sums paid under this

agreement, which shall become repayable as a debt, should any of the representations and warranties be breached by the Employee.

8. **Terms regulating Settlement Agreements**

The Employer, the Employee and the Adviser agree and acknowledge that the conditions regulating settlement agreements contained in section 203(3)(f) of the Employment Rights Act 1996, section 147(3) of the Equality Act 2010, section 288(2B) of the Trade Union and Labour Relations Consolidation Act 1992 ("TULRCA"), section 49(4) of the National Minimum Wage Act 1998, regulation 35(3) of the Working Time Regulations 1998, regulation 41(4) of the Transnational Information and Consultation of Employees Regulations 1999, regulation 9 of the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, regulation 10 of the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, Regulation 40(4) of the Information and Consultation of Employees Regulations 2004 and section 58 of the Pensions Act 2008 are intended to be and have been satisfied.

9. **Adviser's Certificate**

9.1 The Adviser by signing this agreement confirms that at the time of signature the Adviser:

9.1.1 has advised the Employee as to the terms and effect of this agreement and in particular its effect on the Employee's ability to pursue Relevant Claims before an Employment Tribunal;

9.1.2 is a relevant independent adviser (as defined in, amongst other statutory provisions, section 203(3A) of the Employment Rights Act 1996); and

9.1.3 has in force a Contract of Insurance (as defined in clause 1.7 above).

10. **Whole agreement**

10.1 This agreement sets out the entire agreement between the parties and supersedes all prior discussions between them or their advisers and all statements, representations, terms and conditions, warranties, guarantees, proposals, communications and understandings, whenever given and whether orally or in writing.

10.2 No purported variation of this agreement shall be effective unless in writing.

11. **Enforceability**

11.1 If any term of this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such part shall to that extent be deemed not to form part of the agreement but the legality, validity or enforceability of the remainder of the agreement shall not be affected.

11.2 For the avoidance of doubt if:

11.2.1 the Employee's right to any remedy in any Relevant Claims (which is not admitted) have not been validly and lawfully excluded by the provisions of this agreement; and

11.2.2 a Tribunal or court finds any compensation payable to the Employee in respect of Relevant Claims as a consequence;

then the payments made in accordance with clauses 2 and 3 shall be deducted (so far as may be required) from any award of compensation or damages in diminution or extension thereof.

12. **Jurisdiction**

The terms of this agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to the Relevant Claims or any matter arising therefrom, save for the purposes of enforcement action which can be in the jurisdiction of the Employer's choosing.

13. **Third parties**

13.1 The Employee and the Employer agree that any Government department or Government agency or the Crown, and any of its or their employees, officers or agents, against whom the Employee seeks to bring Relevant Claims may enforce this agreement.

13.2 Save as expressly provided above, no term of this agreement shall be enforceable by any person who is not a party to this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

Notwithstanding that this agreement is marked "without prejudice" and "subject to contract" it will, when signed and dated by all parties, become open and binding.

.....
Signed
on behalf of the Employer

.....
Date

PERSONAL DATA

x .....
Signed by the Employee

October 16 2025
Date

THIRD PARTY

/ **Signed by the Adviser**

October 16 2025.
Date

THIRD PARTY

.....
Name of Adviser

THIRD PARTY .....

Firm or organisation

THIRD PARTY ;

.....

THIRD PARTY .....

THIRD PARTY .....

Address

31 - 04-02-2026 - Emails regarding settlement total

From: Ailsa Terry[EMAIL @no10.gov.uk]
Sent: Wed 04/02/2026 10:14:04 AM (UTC)
To: Mark Power[EMAIL @fcdo.gov.uk]; Serena Stone[EMAIL @fcdo.gov.uk]
Cc: Alice McCullough[EMAIL @fcdo.gov.uk]
Subject: RE: Settlement line

OFFICIAL-SENSITIVE

Thank you – I think we will definitely use it today and I agree we should let him know. It would also be great to know that there has been a welfare check and to do one each day if that's OK for a while.

OFFICIAL-SENSITIVE

From: Mark Power
Sent: 04 February 2026 10:09
To: Serena Stone ; Ailsa Terry
Cc: Alice McCullough
Subject: RE: Settlement line

OFFICIAL-SENSITIVE

The date was 16 October.

Mark Power | Chief People Officer | HR Directorate
Foreign, Commonwealth and Development Office | King Charles St | London | SW1A 2AH
EMAIL @fcdo.gov.uk
PHONE NUMBER

OFFICIAL-SENSITIVE

From: Serena Stone EMAIL @fcdo.gov.uk>
Sent: 04 February 2026 10:08
To: Ailsa Terry (No.10) <EMAIL @no10.gov.uk>
Cc: Mark Power < EMAIL @fcdo.gov.uk>; Alice McCullough < EMAIL @fcdo.gov.uk>
Subject: RE: Settlement line

OFFICIAL-SENSITIVE

Sorry just to add, if this is going to be used can you let us know so we can inform Peter Mandelson of this.

OFFICIAL-SENSITIVE

From: Serena Stone
Sent: 04 February 2026 10:06
To: Ailsa Terry (No.10) <EMAIL @no10.gov.uk>
Cc: Mark Power < EMAIL @fcdo.gov.uk>; Alice McCullough <A EMAIL @fcdo.gov.uk>
Subject: Settlement line

Ailsa,

This is the line Olly has signed off on the settlement. Alice is just confirming the date of it.
Following Lord / Peter Mandelson's withdrawal as Ambassador in Washington, the FCDO initiated discussions to end his employment. That settlement was agreed on 16 October. That settlement was worth 75,000, which included his contractual entitlement to a notice period.
Serena
Serena Stone | Private Secretary to the Permanent Under - Secretaries, Sir Oliver Robbins and Nick Dyer | Foreign, Commonwealth & Development Office | Email: EMAIL @fcdo.gov.uk | Mobile: PHONE NUMBER

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