

Our ref: 12/1585

10 December 2012

Thank you for your recent email. You have requested the following information:

1. *Please could you provide a list of all current civil servant secondments to the following companies:*
 - Shell
 - BP
 - Centrica
 - Tullow Oil
 - other oil and gas companies
2. *For each secondee, please could you provide the:*
 - position of official
 - company they are seconded to
 - duration of secondment
3. *Please state how many civil servants in your department were deployed on secondment to the oil and gas sector in*
 - 2012
 - 2011
 - 2010
4. *What documentation must be completed for a secondment to the oil and gas sector to occur? Please could you provide one example (such as a memorandum of understanding completed by your department / the secondee and/or a representative of the company to which they are seconded) of each document.*

I understand that it may not be possible to provide the names of all individuals. If this is the case, I would not expect this to result in information being withheld and would instead expect such data to be redacted.

Freedom of Information Act 2000

- Your request has been handled under the Freedom of Information Act 2000 ('the Act'). Under the Act, in which you have the right to:
 - know whether we hold the information you have requested and;
 - be provided with that information (subject to any exemptions under the Act which may apply).

Secondments out of DECC

There are currently no people on secondment from DECC to any of the companies that you have specified or other oil or gas companies.

Previous secondments out of DECC

The number of people who have been seconded out of DECC in 2010, 2011 and 2012 to oil and gas companies is set out below.

Year	Number of people
2010	2
2011	4
2012	3

Documentation for Secondment agreement

Please find attached at Annex A, a copy of the secondment agreement that is used for all people on secondment out of DECC.

If you are unhappy with the result of your request for information, you may request an internal review within two calendar months of the date of this email. If you wish to request an internal review, please contact us.

If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at:

Information Commissioners Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF

Please do not hesitate to contact me if I can be of further assistance.

Yours faithfully,

**PERSONAL AND CONFIDENTIAL**

Name
Address

Dear

Re: Secondment to [Organisation] from DECC

On behalf of the Department of Energy and Climate Change ("DECC") I am pleased to confirm your appointment as a secondee to **[receiving company name]** on the following terms and conditions. In this letter the Department is referred to as "we", "us" or "DECC and the **[company/organisation to which you are being seconded]** is referred to as the "Company".

It is very important that you note the responsibilities that rest with you during the secondment, such as completion of staff appraisals and ensuring that we have your up-to-date contact details. We want to ensure that we keep in touch with you and that your pay is correct. Your points of contact are highlighted later in this letter.

A COPY OF THIS CONTRACT MUST BE RETAINED BY THE COMPANY AND THE SECONDEE FOR FUTURE REFERENCE.

1. Duration Of The Secondment

1.1 The secondment will commence on the **[date]** and subject to earlier termination in accordance with paragraph 12 below shall be for a period of **[number]** months up to and including the **[end date]**. Subject to written agreement between us, you and the Company, the secondment may be extended beyond the termination date.

1.2 On the expiry or termination of the secondment you will return to work for us unless otherwise agreed by us and you in writing.

1.3 You are advised to start looking for a post at least 3 months before you are due to return to us. If you are unsuccessful in securing a post on your return you will be allocated to the Group within DECC for which you worked **prior** to the secondment whilst you look for a post. In those circumstances, you should contact your Deputy Director in DECC as soon as possible in advance of your return date with details of when you will be returning to DECC.

2. Your Employment Status

2.1 During the secondment you will remain an employee of DECC and you will continue to be subject to the terms and conditions of your employment contract with us except to the extent it is varied by this letter.

2.2 If you undertake the secondment at a level above your substantive DECC grade, this promotion or progression will be temporary and you will revert to your substantive grade when you return to us. Your performance appraisal reports during the period of your secondment should reflect your temporary grade as if you were substantive in the grade of that post. On your return your staff appraisal report will reflect your substantive grade.

2.3 Your membership of the Principal Civil Service Pension Scheme will not be affected by this secondment.

2.4 Your DECC line manager should continue to be sent your pay advice, office notices etc. during the secondment. **You are responsible for informing the Department of these contact details.**

3. Your Responsibilities

3.1 During the secondment you will carry out work as directed by the Company. You will report to your line manager who is **[line manager's name]**

3.2 A copy of the Civil Service Code (which you must continue to obey during the secondment) is enclosed and you should issue this to the Company for their information. If at any time there is any doubt about conduct issues, you and the Company must contact DECC HR to seek clarification.

3.3 If you believe that your work for the Company could give rise to a potential conflict of interest between the Company and us you should immediately draw this to our attention. We may require you to withdraw from a specific area of work or if the conflict cannot be resolved to our satisfaction the secondment may be terminated with immediate effect.

3.4 You will continue to observe the duties of confidentiality owed to us as set out in the Civil Service Code, the Official Secrets Acts 1911 - 1989 and our Staff Handbook and Guidance (see also paragraph 9 below).

3.5 During the secondment you will remain subject to the provisions of the Business Appointment Rules set out in DECC's HR staff handbook. These rules apply to those who seek to obtain employment in other organisations after working in the Civil Service. The Company agrees to these provision in respect of any offer of subsequent employment or services to the secondee.

4. Financial Arrangements

4.1 During the secondment we will continue to pay your salary into your nominated UK bank account, including sick pay in respect of any periods of sick absence, in accordance with your conditions of service with us. For the avoidance of doubt, we shall also continue to be responsible for paying any employer's National Insurance and pension contributions and for administering any deductions from your salary such as PAYE tax, employee's National Insurance and pension contributions relating to you.

4.2 The Company will reimburse us quarterly in arrears for the costs incurred by us in continuing to employ you during the secondment. The amount payable by the Company to us shall be your current gross annual salary of [£] plus the amount we pay in respect of you in employers national insurance and pension contributions plus VAT.

4.3 Invoices from us to the Company for the amounts due under paragraph 4.2 shall be addressed to **[name and address of person in the Company receiving invoices from DECC]**.

4.4 The Company will reimburse you directly for the cost of any agreed travel, subsistence or other out-of-pocket expenditure properly incurred by you in the course of or in connection with the work you do for the Company during the secondment.

4.5 The Company agrees to notify DECC HR prior to offering you any taxable "benefit in kind" (for example, the use of a Company car), as there may be an income tax and National Insurance Contributions liability on such benefits. The Company shall meet any such additional tax or National Insurance liability arising from providing such benefit in kind.

If the secondment is abroad

[4.6 The Company will directly pay for or reimburse you for the rental costs of suitable furnished accommodation including the cost of insurance, local taxes and utility bills (water, gas, electricity, telephone and other service charges) with the exception of personal telephone calls.]

[4.7 During the secondment the Company will meet the costs of [number] of economy return air fares between your place of work and the UK during the period of the secondment, providing you provide the Company with receipts for these flights.]

5. Your Place Of Work

5.1 During the secondment your usual place of work shall be **[insert address]**. If the Company requires you to work in other locations it agrees to reimburse you for your reasonable travel expenses over and above those you would have incurred travelling to this normal place of work.

5.2 Throughout the secondment the Company will ensure that you are covered by appropriate medical/travel/personal injury/evacuation insurance whilst working on Company business and shall provide a copy of such insurance certificate to us on request.

6. Your Working Hours and Annual Leave

6.1 You are contracted to a **41** hour working week (including a lunch break of one hour each day) and your annual leave entitlement is 30 days plus 10.5 days public and privilege holidays. You are expected to take, and record your leave entitlement during the secondment. The timing of any leave should be with the agreement of your line manager at the Company.

6.2 The Company agrees that your working arrangements will at all times be in accordance with the provisions of the Working Time Regulations 1999 (or any regulations that replace them.)

7. Sickness, maternity and other absence

7.1 In the event of any sick absence, you are required to provide sick or medical certification to SSD – DECC's Shared Services Provider and also provide a copy to your line manager at the Company. You will contact the Company on the first day of any absence.

7.2 Requests for special leave (e.g. to attend to domestic emergencies) should be discussed, as necessary, with your line manager at the Company and will be considered on a case-by-case basis and should be recorded.

7.3 The Company agrees to maintain and to make available to us on request attendance records showing the number of days on which you were absent from work, whether on annual, special leave, because of illness , or by reason of industrial action or by reason of unauthorised absence.

7.3 If you are on maternity, paternity or adoption leave for any part of the secondment our maternity /paternity/ adoption leave provisions will apply. The Company will not be required to reimburse us for your employment costs during the maternity/ paternity/ adoption leave period.

7.4 In the event that you are on jury service for any part of the secondment the Company will not be required to reimburse us for your employment costs during that time.

8. Training and Appraisal

8.1 At the beginning of the secondment the Company agrees to arrange a meeting with you to plan, agree **and record** your objectives for the secondment period and to introduce you to your line manager.

8.2 Our appraisal system shall continue to apply to you during the secondment and the Company shall provide us with such information as we may reasonably require in respect of the performance of your duties during the secondment. Your line manager in the Company will be responsible for completing a DECC staff appraisal – you should ensure that they are able to liaise with an appropriate contact in DECC (e.g. your line manager or HR Business Partner before going on secondment) for advice if necessary. **If you do not complete an annual staff appraisal, then we will assume a “Successful” overall performance marking (or equivalent if there are any changes to the appraisal system) for the purposes of determining your annual pay award and any bonus.**

8.3 During the secondment, you will be released by the Company for any mandatory training which we require you to undertake, provided reasonable prior notice is given to your line manager at the Company.

9 Confidentiality and Data Protection

9.1 The Company agrees that it will not induce you to disclose any information which is confidential to the Company to us or which is confidential to us to the Company or to do anything which would create a conflict of interest involving a duty owed by you to us.

9.2 You may sign any confidentiality undertaking that the Company may require, subject to no conflict of interest arising.

9.3. It is acknowledged that the Company may need to process your personal or sensitive personal data for the purposes of the secondment or to assist in the business operations of the Company. Whenever processing such data the Company undertakes to you and us to comply with all relevant legal protections of personal data (including but not limited to the Data Protection Act 1998 and associated codes of practice.)

10. Personal Data: By signing this Agreement, you:

- a. for the purposes of the Data Protection Act 1998, consent to the processing (including the collection, retention, use and disclosure both electronically and manually) by the Department (or any company or organisation appointed by it for such purpose) of your personal data for purposes relating to your employment or secondment or the operation, management, security and administration of the Department; and
- b. for the purposes of the Freedom of Information Act 2000, consent to the disclosure or publication of information relating to you or this Agreement in accordance with the provisions of that Act.

11. Discipline and Grievance

11.1 You will continue to be subject to our disciplinary and grievance procedures in respect of matters occurring during the secondment. In particular:

11.1.1 the Company will not take any direct disciplinary action in relation to you but will report any disciplinary issues to DECC HR team.

11.1.2 on request, the Company will co-operate with us in providing evidence relating to you for any disciplinary procedure we decide to instigate

11.2 Any statement of grievance which you have arising from or in connection with the secondment should be addressed directly to us. The Company agrees to offer all reasonable assistance to us to enable us to investigate and to attempt to resolve any such grievance presented by you.

12. Early Termination of the Secondment

12.1 The Secondment may be terminated by either the Company or us by two month's notice in writing to us or the Company and you at any time.

12.1 The secondment may be terminated with immediate effect by giving you written notice in any of the following situations:

12.1.1 by us where you cease to be employed by us for any reason;

12.1.2 by us if there are any concerns regarding your treatment by the Company or by any of its officers, employees, contractors or agents, or if we believe that the Company is in material breach of the terms and conditions in this letter;

12.1.3 by us in the event we reasonably consider an irresolvable conflict of interest between us and the Company has arisen which affects the secondment.

12.1.4 by the Company where your performance or conduct is such that the Company would be entitled to issue a formal warning and/or dismiss you if you were employed by the Company;

12.1.5 by the Company where you behave in a manner, including being convicted of a criminal offence, which in the reasonable opinion of a senior director or manager of the Company is likely to prejudice the interests of the Company;

13. Other matters

13.1 The Company hereby agrees to hold us harmless and keep us fully indemnified in respect of all and any penalties, liabilities, costs and expenses, losses or damages which we may suffer or incur howsoever arising in connection with:

13.1.1 any act or omission by or on behalf of the Company or any of its officers, employees, agents or contractors in relation to you during the secondment; and

13.1.2 any act or omission by you in relation to the performance of your duties for the Company during the secondment.

13.2 The Company will be responsible for taking all reasonable steps to ensure your health and safety during the secondment. The Company shall provide us with such information and access to its premises as we may reasonably require in order to monitor the Company's compliance with this obligation.

13.3 [For secondments overseas] The terms and conditions in this letter are governed by and shall be construed in accordance with the laws of England and Wales. The parties to this Agreement submit to the exclusive jurisdiction of the English courts.

I should be grateful if you and an authorised representative of the Company would sign and return the attached copies of this letter. Each should both retain a copy for their own records.

Should you have any queries relating specifically to your secondment agreement please contact the Interchange team at ssd.enquiries@defra.gsi.gov.uk. All other enquiries should be raised with your DECC line manager.

I hope you find this new post challenging and beneficial.

Yours sincerely

Name
SSD Interchange Team

Cc:
Host Department HR –
DECC line manager/ keeping in touch contact
DECC Security
DECC finance team
DECC finance team

.....

Declaration by officer

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

Signature of officer on Secondment

Name of officer on Secondment

Date

Signed for on behalf of DECC

Signed for on behalf of [Organisation]

Name in capitals

Name in capitals

Date

Date