

Department of Energy & Climate Change
55 Whitehall ,
London SW1A 2EY
Tel:
email:
www.decc.gov.uk

Our ref: 12/1584

10 December 2012

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

1. *A list of all individuals currently on secondment in your department who are employed by:*
 - *Shell*
 - *BP*
 - *Centrica*
 - *Tullow Oil*
 - *Other oil and gas companies*

2. *For each secondee, please could you provide:*
 - *Position of official*
 - *Name of company seconded from*
 - *Duration of secondment*
 - *Policy area working on*
 - *Position of official to whom the secondee reports*

3. *How many secondees from the oil and gas sector worked in your department in:*
 - *2012*
 - *2011*
 - *2010*

4. *What documentation must be completed for a secondee from the oil and gas sector to join the department? Please could you provide one example (such as a memorandum of understanding or other document completed by a secondee and/or his/her company) 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).

Secondment into DECC

The table in Annex A shows all people who are currently on secondment into DECC from either the companies that you have specified or other oil or gas companies. There are currently no people on secondment into DECC from either BP or Tullow Oil.

Previous secondments into DECC

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

Year	Number of people
2010	3
2011	2
2012	1

Documentation for Secondment agreement

Please find attached at Annex B, a copy of the secondment agreement that is used for all people coming into secondment in 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,

People on Secondment into DECC

Position of official	Organisation seconded from	Duration of Secondment	DECC Directorate	DECC Group	Position of official to whom secondees report
Downstream Oil Infrastructure & Supply	Shell	2 yrs	International, EU & Energy Security	Energy Markets & Infrastructure	Head of Land-based Renewables
Head of Electricity Grid Management Strategy	Centrica	1 yrs	Energy Markets and Networks	Energy Markets & Infrastructure	Head Future Electricity Networks
Aviation Advisor	RWE	1 yrs	ORED	Energy Markets & Infrastructure	Head of Aviation Solutions
Deputy Head Development and Metering	ConocoPhillips (UK) Ltd	20 mths	Energy Development	Energy Markets & Infrastructure	Director of Oil & Gas Licensing, Exploration and Development

PERSONAL AND CONFIDENTIAL

Name
Address

Dear name,

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

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

Duration of the Secondment and Place of Work

The secondment will commence on [start date] and, subject to no earlier termination of the secondment under paragraph 11 of the attached Terms and Conditions, shall terminate on [end date]. Subject to this secondment not exceeding two years in duration, it may be extended by mutual agreement.

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

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

Financial arrangements

For the duration of the secondment the Department will reimburse the Organisation for the Secondee’s salary and associated salary costs (confirm costings). The DECC invoicing contact is [name] and they will contact the Organisation to confirm the purchase order number to quote on monthly invoices. The Department will not reimburse the Organisation for any time during the secondment that the Secondee is released by the Department for mandatory training required by the Organisation under paragraph 10.4 of the Terms and Conditions; is on sick leave; or is on special leave. The Department also will not reimburse the Organisation for any annual leave taken by the Secondee during the secondment that is, pro rata, in excess of the Department’s annual leave entitlement (30 days).

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

Security Checks, IT Support, management and training

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

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

Further conditions relating to this secondment

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

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

Yours sincerely

[name]

SSD Interchange Team

Cc:

Home Org HR

DECC Line Manager –

Defra Security

DECC security

DECC finance team

Declaration by officer

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

Signature of officer on secondment.....

Name of officer on secondment.....

Date.....

Signed for on behalf of DECC

Signed for on behalf of [org]

Name in capitals

Name in Capitals

Position in DECC

Position in [org]

Director

Address in full

Address in full

Phone

Phone

Date

Date

Schedule

Inward Secondment Terms and Conditions

In this Schedule:

The Department of Energy and Climate Change shall be referred to as “**the Department**”.

The seconding organisation shall be referred to as “**the Organisation**”.

The secondee shall be referred to as “**the Secondee**”.

1. Employment status - During the secondment, the Secondee will remain an employee of the Organisation and will continue to be subject to the terms and conditions of their employment with the Organisation, except to the extent that those terms and conditions are varied by the terms and conditions of this secondment agreement.

1.1 During the secondment the Organisation will continue to pay the Secondee’s salary and associated salary costs (for example employer’s national insurance contributions and employer pensions contributions (if any)). The Organisation will continue to deduct PAYE, employee’s national insurance contributions, employee pension contributions (if any) and any other deductions it usually makes from the Secondee’s salary.

1.2 The Department shall provide the Organisation with such information and assistance as it may reasonably require to carry out its obligations as the Secondee’s employer.

1.3 During the secondment period the Secondee shall not be required to undertake any work for the Organisation.

2. Conflict of Interest - It is a condition of the secondment that the Secondee ensures to the best of their ability that in the course of their duties for the Department there will be no conflict of interest or perception of such, that will or may cause either embarrassment to, or difficulties for the Organisation or the Department. Accordingly the following provisions will apply:

2.1 Responsibilities - in the course of assigning specific responsibilities to the Secondee, they may be asked to examine whether they are aware of any conflict of interest that might arise and advise the Department accordingly. In the event of a potential conflict of interest, the Department will determine whether or not it would be proper or appropriate for the Secondee to take on the relevant responsibility on behalf of the Department.

2.2 Shareholdings - the Secondee should dispose of any significant shareholdings in companies having a special or particular relationship with the Department or operating in any field with which they will be officially concerned, though it may be

sufficient for the shareholdings to be placed temporarily in the hands of a trustee. The Department should be informed of any necessary action under this heading and the DECC HR team should be contacted for advice, if required.

2.3 Sharedealing - whilst on secondment to the Department, the Seconded has a particular duty to ensure that their position is not, and raises no reasonable suspicion of being, abused to benefit their own personal interest. In particular the Seconded must not use information gained in the course of their work to advance their private financial interests or the financial interests of others.

2.4 Appointments after leaving the Department - Business Appointment Rules (BAR)¹ provide for the scrutiny of appointments which former Crown servants propose to take up in the first two years after they leave the service. Staff on secondment to the Civil Service from other organisations are also subject to these rules in the same way as civil servants unless they return to their seconding organisation at the end of the secondment and remain there for at least two years. If the Seconded does not return to the Organisation at the end of the secondment, but wishes to take up employment with another organisation, the Seconded should, in order to avoid possible embarrassment to the Department, inform the DECC HR Business Partner of the position before entering into any firm commitment.

3. Working Hours –The Seconded’s normal working week will be 5 days comprising a total of 41 hours inclusive of a daily one hour lunch break . Flexible or home working can be arranged subject to agreement with the Seconded’s line manager at the Department.

4. Annual Leave - The Seconded’s entitlement to annual leave will be determined in accordance with the terms and conditions of their employment with the Organisation. Annual leave should be agreed in advance with the Seconded’s line manager at the Department.

5. Sick Leave - The Seconded’s entitlement to sick leave will be determined in accordance with the terms and conditions of their employment with the Organisation. The Seconded must notify the Department as soon as reasonably practicable of any period of absence.

6. Special Leave - Requests for special leave (e.g. to attend to domestic emergencies) should be discussed, as necessary, with the Seconded’s line manager at the Department and will be considered on a case-by-case basis.

7. Notification of leave to the Organisation – Where the Seconded takes annual, sick or special leave the Seconded must notify the Organisation as soon as reasonably practicable.

8. Appraisal – the Seconded’s line manager at the Organisation and the Seconded’s line manager at the Department will, agree any process for appraising the performance of the Seconded during the secondment.

¹ The Business Appointment Rules are available on the website of the Advisory Committee on Business Appointments - http://acoba.independent.gov.uk/rules_and_guidelines.aspx .

9. Travel & Subsistence - The Department will, in accordance with its own rules and regulations, reimburse direct to the Secondee the cost of any travel, subsistence and other out-of-pocket expenditure that the Secondee may properly incur in the course of, or in connection with this secondment.

10. Duties and responsibilities during the secondment. During the secondment, the Secondee will:-

10.1 discharge such duties and responsibilities as the Department may reasonably require for the purposes of its business and functions;

10.2 be responsible to and act in accordance with the instructions only of the Department or its authorised representatives, reporting to the Secondee's line manager at the Department;

10.3 be subject to the working arrangements, policies, procedures, rules and regulations applying to all staff of the Department set out in the DECC Staff Handbook and the Civil Service Code . If there is any inconsistency between the Secondee's current terms and conditions with the Organisation and Departmental policies and procedures which are set out in the Department's Staff Handbook, the Departmental policies and procedures will prevail;

10.4 be released by the Department for any mandatory training which the Organisation requires, provided the Secondee gives his line manager in the Department reasonable prior notice. The Department will provide the Secondee with any training required for the proper performance of their services to the Department.

11. Early termination of secondment. The secondment to the Department will end where:-

11.1 the Secondee ceases to be employed by the Organisation for any reason (including dismissal with or without notice and the Secondee's own voluntary resignation);

11.2 the Organisation or the Department terminate the Secondee's secondment by giving eight weeks written notice to the other party;

11.3 the Department elects to terminate the Secondee's secondment with immediate effect in any of the following circumstances:

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

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

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

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

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

12. Official Secrets Act - Secondees, like all civil servants, are subject to the provisions of the Official Secrets Act 1989 and to certain other Acts which prohibit unauthorised disclosure of various categories of information. The Secondee is, therefore, required to conform to the Department's security procedures. Secondees, like civil servants, are also required to exercise care in handling information which they acquire in the course of their official duties and to protect information which is held in confidence.

13. Political Activities - Most civil servants are subject to restrictions on the political activities in which they can engage. These restrictions also apply to secondees. They preclude the secondee from taking part in national political activities. This means that during the secondment, the Secondee may not:

- a. be adopted as a Parliamentary candidate;
- b. hold, in party organisations, posts impinging wholly or mainly on party politics in the national field;
- c. speak in public on matters of national political controversy;
- d. express views on such matters in letters to the press or in books, articles or leaflets;
- e. canvass on behalf of a Parliamentary candidate or political party; and
- f. if working closely with Ministers, take an active part in local government

14. Security - The appointment is subject to the satisfactory completion of routine enquiries which are made into the background of all new members of staff and secondees. During the secondment, the Secondee will also be subject to any and all security procedures put in place by the Department and applied to its entire staff and others engaged on work in the Department's premises. From time to time this may include the need to search bags carried by individuals.

15. Confidential information - During and after the secondment the Secondee may not, without the prior written permission of the Department, disclose or make use of any information received in confidence in the course of their secondment.

16. Disclosure of secondment details - The Department may make public the details of all individuals on secondment to DECC, including details of their name, directorate, responsibilities while on secondment and employer. For the purposes of and in accordance with the Data Protection Act 1998 and the Freedom of Information Act 2000 the Secondee and the Organisation hereby agree to allow the Department to release such information (the Department will not release additional information which constitutes personal data for the purposes of the Data Protection

Act 1998 without either seeking the prior consent of the Secondee or the Organisation (where possible) or being required to do so by law).

17. Evaluation - At the end of the secondment, the Secondee and their line manager at the Department will be required to complete an evaluation template on the secondment. This will enable DECC to monitor and assess its secondment programme.

18. Intellectual Property - Subject to paragraph 18.1 below, if the Secondee (whether alone or with others during the secondment makes or creates any text, diagrams, software, models, inventions, materials, methodology, designs or other works protected by intellectual property rights, the Organisation agrees to assign, or to procure the assignment, to the Department of all intellectual property rights in such works.

18.1 During the secondment, the Secondee shall not access or use for the benefit of the Department any of the Organisation's Pre-Existing Works. For the avoidance of doubt, the intellectual property rights in the Organisation's Pre-Existing Works remain owned by the Organisation (or the Organisation's licensors, as appropriate). "the Organisation's Pre-Existing Works" means any text, diagrams, software, models, inventions, materials, methodology, designs and other works created by or licensed to the Organisation prior to or outside the scope of this secondment.

18.2 During the secondment, the Secondee shall use the Department's assets to produce work for the benefit of the Department, and not the assets of the Organisation. Such assets shall include, but not be limited to computers, laptops and handheld organisers. Where the Secondee is communicating electronically on behalf of the Department, the Department shall ensure that the Secondee is provided with an email address of the Department.

19. Liability - The Department acknowledges that the Organisation is not responsible for the work product of the Secondee during the secondment period and the Department waives all and any claims that it may have against the Organisation arising out of any act or omission of the Secondee during the secondment period.

19.1 The Department shall indemnify and hold harmless at all times the Organisation from and against any and all claims and demands, whether made by the Secondee or a third party, including for the avoidance of doubt any claim in tort or under employment related legislation or in relation to any injury or injury resulting in death or in any way connected with the secondment where such liability results from any act or omission, or negligence of, or a breach of contract by the Department, its employees, servants or agents, whether authorised or not by the Department.

19.2 The Organisation shall indemnify and hold harmless at all times the Department against any claim or demand by the Secondee arising out of their employment by the Organisation or its termination during the secondment period.

20. Assignment - The Organisation may not transfer its rights or obligations under this Agreement without the prior written consent of the Department, except that the

Organisation may transfer its rights and obligations to any legal entity established or authorised to take over all or part of the Organisation's business (the "Successor"). Such transfer shall be effected by the Organisation and the Successor jointly serving notice on the other party in which the Successor agrees to be bound by the terms of this Agreement in place of the Organisation with effect from the date specified in such notice.

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

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

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