

C070904

BERR

Department for Business
Enterprise & Regulatory Reform

INVOICE

FOR THE ATTENTION OF:

Emma Plasencia
CALIFORNIA AIR RESOURCES BOARD

Sacramento CA 95814
California
United States

INVOICE NUMBER: 10022192

This invoice is due: 24-MAY-08

Invoice Date: 24-APR-08
VAT Reg. No: GB 888 8255 50
Tax ~~24-MAY-08~~ 24-APR-08

REMIT TO:

Department for Business, Enterprise &
Regulatory Reform c/o 8th Floor
Clarence House
Newport South Wales NP19 7AA
United Kingdom

Should you have any enquiries about this invoice please contact:

Name: BALJIT POVEY
Directorate: Legal Resource Management and Business Law
Unit
Telephone: 020 7215 0426

07-334

Description	VAT Code	Quantity	Price	Line Total
SECONDMENT TO CARB FOR IAIN MORROW - REIMBURSE 5 MONTHS PAY COSTS	0 %	1	25,400.00	25,400.00
Tax EXEMPT @ 0.00		1	0.00	0.00
			TOTAL Net Amount :	25,400.00
			TOTAL VAT :	0.00
			TOTAL Amount Due :	25,400.00

2008 MAY 20 PM 3:05

PAYMENT APPROVED:

Bart E. Croes
BART E. CROES, P.E.
CHIEF, RESEARCH DIVISION
DATE 5/15/08

HOW TO PAY - Please read before making payments. You must quote this invoice number: 10022192

- BACS - The bank details are: BANK OF ENGLAND, Threadneedle Street, London. Sort Code 101499. BERR - Cash Account 13507000.
- CHAPS - Invoices in excess of £10,000 should be paid via CHAPS. The bank details are: NATIONAL WESTMINSTER BANK, Sort Code 16-53-60, Account Number 13507000, Account Name BERR - Cash Account.
- POST - Cheques should be crossed A/C Payee only, made payable to Department for Business, Enterprise & Regulatory Reform and sent to the address specified above under "Remit To".
- SWIFT payments in Sterling from Overseas - These should quote the following: Natwest Bank, BIC - NWBKGB2L and IBAN - GB82NWBK60104341414985. Beneficiary Reference - BERR - Cash Account 13507.

Please note that failure to follow the instructions above may result in a delay in your payment being processed.
This may expose you to unnecessary credit management activity by the BERR.

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RCVD JUL 22 '08

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Department for Business
Enterprise & Regulatory Reform

INVOICE

FOR THE ATTENTION OF:

Emma Plasencia
CALIFORNIA AIR RESOURCES BOARD

Sacramento CA 95814
California
United States

INVOICE NUMBER: 10023322

This invoice is due: 17-AUG-08

Invoice Date: 18-JUL-08 VAT Reg. No: GB 888 8255 50 Tax Point: 18-JUL-08

REMIT TO:

Department for Business, Enterprise &
Regulatory Reform c/o 8th Floor
Clarence House
Newport South Wales NP19 7AA
United Kingdom

Should you have any enquiries about this invoice please contact:

Name: BALJIT POVEY
Directorate: Shareholder Executive - Postal Services
Telephone: 02072150426

~~07-334~~

Description	VAT Code	Quantity	Price	Line Total
SECONDMENT TO CARB FOR IAIN MORROW - REIMBURSE 5 MONTHS PAY COSTS	0 %	1	12,837.54	12,837.54
Tax EXEMPT @ 0.00		1	0.00	0.00
TOTAL Net Amount :				12,837.54
TOTAL VAT :				0.00
TOTAL Amount Due :				12,837.54
Total Due in \$ =				\$25,030.00 27,535.65

PAYMENT APPROVED:

[Signature]
BART E. CROES, P.E.
CHIEF, RESEARCH DIVISION
DATE 7/29/08

HOW TO PAY - Please read before making payments. You must quote this invoice number: 10023322

- BACS - The bank details are: BANK OF ENGLAND, Threadneedle Street, London. Sort Code 101499. BERR - Cash Account 13507000.
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Please note that failure to follow the instructions above may result in a delay in your payment being processed. This may expose you to unnecessary credit management activity by the BERR.

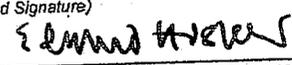
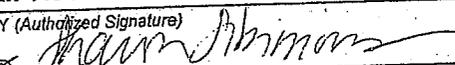
STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 07-334
REGISTRATION NUMBER 39000908331265

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
California Air Resources Board (CARB or State)
 CONTRACTOR'S NAME
Department for Business, Enterprise and Regulatory Reform (BERR or Contractor)
- The term of this Agreement is: **April 15, 2008** through **September 12, 2008**
- The maximum amount of this Agreement is: **\$49,935.65**
Forty-Nine Thousand, Nine Hundred thirty-Five Thousand and Sixty-Five Cents (U.S. Currency).
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	- Scope of Work	3 pages
Exhibit B	- Budget Detail and Payment Provisions	2 pages
Exhibit C	- Special Terms and Conditions	1 page
Exhibit D	- April 4, 2008 Secondment of Iain Morrow	2 pages
Exhibit E	- Outward Secondment's Standard Terms and Conditions	7 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Department for Business, Enterprise and Regulatory Reform	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 17 April 2008
PRINTED NAME AND TITLE OF PERSON SIGNING Edmund Hosker, Head of Energy Markets Unit	
ADDRESS Bay 133, 1 Victoria Street, London SW1H 0ET	
STATE OF CALIFORNIA	
AGENCY NAME Air Resources Board	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 4/18/08
PRINTED NAME AND TITLE OF PERSON SIGNING SOCORRO WATKINS, Chief, Business Management Branch	
ADDRESS P.O. Box 2815, Sacramento, CA 95812	

California Department of General Services Use Only
<input type="checkbox"/> Exempt per:

EXHIBIT A
Standard Agreement

A. BACKGROUND AND COMPELLING NEED

This is an Interjurisdictional Employee Exchange with The Department of Business, Enterprise and Regulatory Reform (BERR or Contractor) that will provide to the California Air Resources Board (CARB) an employee to advise and provide technical assistance to the California Air Resources Board, Research Division on the modeling and translating market-based scenarios to assess their effectiveness in reducing greenhouse gas emissions, and impacts on the California economy to cost-effectively achieve reduced greenhouse gas emissions in California. This technical assistance will help evaluation of options to be submitted to the Board.

As part of the implementation of AB 32 (Chapter 488, Statutes of 2006), CARB is responsible for developing models and providing assessments and evaluations of GHG reduction strategies and measures proposed for the purpose of meeting the Global Warming Solutions Act of 2006 (AB 32) requirements. The contractor will advise the staff and management on effective assessment methods and analysis.

The Contractor will review modeling process, economic models, the AB 32, Chapter 488, Statutes of 2006 Scoping Plan, and assess the applicability of the models and validity of the model assumptions, methodology, and critical overall assumptions used to analyze the economic impacts of the Scoping Plan on the California economy, businesses, and individuals. The Contractor will compare the analysis with similar projects done for other countries and advise on model and assumption adjustments.

The Scoping Plan will include many direct command-and-control regulations as well as market-based alternative approaches. The design and implementation details of market-based approaches are crucial for a successful greenhouse gas reduction program. Other countries have pursued market-based approaches and have more extensive experience than the CARB staff. ARB analyses, program design, and successful implementation of the greenhouse gas programs, and ARB ability to anticipate and prevent program implementation can be greatly enhanced with this contract.

AB 32 further directs CARB, in making those determinations, to "consider all relevant information pertaining to greenhouse gas emissions reduction programs in other states, localities, and nations, including the northeastern states of the United States, Canada, and the European Union." (H&S Code § 38561(c)) CARB is also directed to "consult with other states, and the federal government, and other nations to identify the most effective strategies and methods to reduce greenhouse gases, manage greenhouse gas control programs, and to facilitate the development of integrated and cost-effective regional, national, and international greenhouse gas reduction programs." (H&S Code § 38564)

EXHIBIT A
Standard Agreement

For these reasons, CARB has a compelling management need in accordance with, and subject to, California Government Code Section 19050.8(b) and Title 2, California Code of Regulations (2CCR), Division 1, Sections 426 and 427 (aka State Personnel Board (SPB) Rules 426 and 427) for expertise related to the design and implementation of greenhouse gas (GHG) emission trading systems in the United Kingdom (UK) and European Union (EU) to inform and advise CARB staff and the Board on matters pertaining to those systems.

B. SCOPE OF WORK

1. The United Kingdom's Department of Business, Enterprise and Regulatory Reform (BERR or Contractor), agrees to provide to the California Air Resources Board (CARB), Research Division one BERR staff person, Iain Morrow (Employee), as described herein.
1. This interjurisdictional employee exchange agreement is executed in accordance with, and subject to, California Government Code Section 19050.8(b) and Title 2, California Code of Regulations (2CCR), Division 1, Section 427 (aka State Personnel Board (SPB) Rule 427).
2. CARB will benefit from the specialized expertise that Employee will provide in performance of the work described herein. The level of specialized expertise provided by Contractor's Employee cannot be obtained from CARB's current staff.
3. Employee shall:
 - a) Assisting in specifying scenario elements that are critical for economic analysis of market-based GHG reduction measures.
 - b) Serving as an advisor on feedbacks to policy designs and re-specifications of policy elements to minimize adverse economic and other impacts.
 - c) Providing analysis and advice on formulation of GHG emissions trading program for market simulation and economic analysis.
 - d) Provide background information on lessons learned from other similar programs and the implications on modeling and impact assessment.
 - e) Assisting on evaluating economic and market analysis of California market-based GHG reductions program linking to other regions of the United States and around the world.
 - f) Attending and making presentations at workshops to inform, interact, and solicit ideas from stakeholders.
 - g) Writing issue papers and report modeling issues and results on all of the above as necessary.

EXHIBIT A
Standard Agreement

4. The Project Representatives during the term of this Agreement will be:

State Agency: CARB		Contractor: BERR	
Division:	Research	Section:	Energy Group HR Team
Attention:	Emma Plasencia	Attention:	Carol Jeram, HR Advisor
Address:	P.O. Box 2815 Sacramento, CA 95812	Address:	Bay LG 133 1 Victoria Street London SW1H 0ET
Phone:	(916) 323-1524	Phone:	020-7215-5000
Fax:	(916) 322-4357	Fax:	020-7215-0105
Email:	eplasenc@arb.ca.gov	Email:	Carol.Jeram@berr.gsi.gov.uk

The parties may change their Project Representative upon providing ten (10) days written notice to the other party.

C. SCHEDULE OF WORK

The schedule of work is from April 15, 2008 to September 12, 2008.

D. TERMINATION OF ASSIGNMENT

Either party may terminate the assignment at any time for any reason. The assignment may also be allowed to terminate naturally, at the end of the Agreement term.

At the termination of this Agreement, all property, equipment, charge and electronic entry cards, and any other State items issued to Employee during the course of the assignment, shall be returned to the State and verified by the supervisor with authorization for payment of final invoice.

EXHIBIT B
Standard Agreement

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the state obligation amount and rates as specified below.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Air Resources Board
Research Division
Post Office Box 2815
Sacramento, CA 95812-1436
Attn: Emma Plasencia

- C. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

2. Travel and Per Diem

- A. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current State Department of Personnel Administration rules.
- B. State travel and per diem will be paid outside of this Agreement and will be reimbursed directly to Employee upon submission of an approved Travel Expense Claim form, Std. 262. It is anticipated there will be claims submitted for two (2) flights and lodgings.

3. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B
Standard Agreement

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Chapter 4.5, commencing with Section 927.

5. Budget

Within 28 days and upon receipt of an invoice, the California Air Resources Board will reimburse BERR, in US currency, for Iain Morrow's total employment costs (Table 1: Cost Breakdown). These costs will be incurred by BERR, in relation to Iain Morrow's employment at CARB.

Table 1: Cost Breakdown

Iain Morrow
SALARY AND EMPLOYEE BENEFITS
April 15, 2008 through September 12, 2008

SALARY	<u>5 Months</u> U.S. Currency
Full Time Salary	\$40,348.09
Benefits	\$ 9,587.56
SUBTOTAL	\$49,935.65

EXHIBIT C
Standard Agreement

SPECIAL TERMS AND CONDITIONS

1. No layoff of personnel will become necessary at CARB as a result of this assignment.
2. This assignment meets a compelling management need of CARB as stated in Exhibit A.
3. CARB and BERR will indemnify and hold each other, their respective officers, employees (which shall, in relation to the Board, include (but not limited to) the Secondee in relation to the performance of duties for the Board in connection with the Secondment), and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are of the respective party (CARB or BERR) its officers, agents, or employees.
4. The loaned employee shall:
 - a. Retain status as a BERR employee.
 - b. Be entitled to all rights and benefits to he/she is entitled as an employee of BERR.
 - c. Be kept apprised of law, rules, and /or policies that affect his/her salary and/or benefits while under this assignment.
5. Adhere to the purposes of the Freedom of Information Act 2000, consent to the disclosure or publication of information relating to the Board or the terms referred to above in accordance with the provisions of that Act.
6. The Board accepts the Secondment of Iain Morrow on the terms set out in the letter to the Board, dated April 7, 2008, which includes its Terms and Conditions of employment.

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Enterprise & Regulatory Reform

EXHIBIT D Standard Agreement

Bart E. Croes, P.E.
Air Resources Board
1001 I Street
PO BOX 2815
Sacramento
California 95812
United States of America

15 April 2008

Dear Bart

SECONDMENT OF IAIN MORROW

On behalf of the Department for Business, Enterprise and Regulatory Reform ("the Department") I am pleased to confirm that Iain Morrow ("the Secondee") shall be seconded from "the Department" to the Air Resources Board ("the Board") Sacramento, California.

This letter sets out the terms of the secondment and it should be read in conjunction with the Outward Secondment Standard Terms and Conditions (attached). When the enclosed copy of this letter has been signed on behalf of the Board it shall form a binding agreement between the Board and the Department which shall have full contractual effect. Unless otherwise clearly stated, in the event of any conflict between the terms of this letter and the Outward Secondment Standard Terms and Conditions, the provisions of this letter shall take precedence.

- i. Secondment Period:**
Tuesday April 15 2008 to Friday September 12 2008 inclusive (unless terminated earlier in accordance with the termination provisions set out in the Outward Secondment Standard Terms and Conditions).
- ii. Financial Arrangements**
The Board shall reimburse the Department a sum the equivalent of the total payroll costs of employing the Secondee for the period of the secondment. These amount to \$49,935.65 (forty-nine thousand, nine hundred and thirty-five dollars and sixty-five cents).

Group Name, | Victoria Street, London SW1H 0ET
www.berr.gov.uk

Direct Line +44 (0)20 7215 0242 | Fax +44 (0)20 7215 6862 | Minicom +44 (0)20 7215 6740
AA 0020 7215 5000 | Email Edmund.hosker@berr.gsi.gov.uk

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An invoice for reimbursement of payroll costs will be despatched by the Department in advance for the attention of Ms. Emma Plasencia at the Board, unless otherwise notified, and the Board shall pay such invoice in dollars within 28 days of receipt.

- iii. **Holiday Entitlement:** The Seconded's annual leave entitlement is 30 days plus 10.5 days public and privilege holidays. The Seconded is expected to take, and record in his leave card, leave entitlement used during the secondment period. The timing of the leave should be with the agreement of the Board.
- iv. **Working Hours:** The Seconded is contracted to work 41 hours a week (including lunch breaks).
- v. **Location:** The secondment will be based at CARB's offices in Sacramento.
- vi. **Confidentiality obligations:** The Department has no objection to the Seconded signing any undertaking on confidentiality that the Board may require, subject to the Seconded's obligations in relation to conflicts of interest set out in the Outward Secondment Standard Terms and Conditions.
- vii. **Appraisal year:** The Department's appraisal year runs to 31 March 2008 and the Board shall provide to the Department such information as it may reasonably require in respect of the performance of the Seconded of his duties during the Secondment period to contribute to the appraisal report.
- viii. **Data Protection Act:** It is acknowledged that the Board may need to process personal or sensitive personal data in relation to the Seconded for the purposes of the secondment or to assist in the business operations of the Board. The Board undertakes to comply with all relevant legal protections of personal data and associated codes of practice in processing such data.

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EXHIBIT E
Standard Agreement

OUTWARD SECONDMENT STANDARD TERMS AND CONDITIONS

The **Department for Business Enterprise and Regulatory Reform** shall be referred to as "**the Department**".

The seconding organization, the California Air Resources Board shall be referred to as "**the Board**".

The Secondee shall be referred to as "**the Secondee**".

These terms and conditions should be read in conjunction with the letter from the Department to the Board setting out the specific terms relevant to the secondment ("the Secondment Letter") and the letter from the Department to the Secondee ("the Secondee's Letter").

Employment status

During the secondment the Secondee will remain an employee of the Department.

Location

The Secondee will be based at the address stated in the Secondment Letter and the Secondee's Letter.

Conditions of Service

Throughout the secondment the Secondee will continue to be subject to the terms and conditions of his employment with the Department except as varied by the Secondee's Letter. The secondee is contracted to a 41 hour working week (including lunch breaks) and his annual leave entitlement is 30 days plus 10.5 days public and privilege holidays. The secondee is expected to take, and record of the leave should be with the agreement of the Board. Working arrangements should at all times be in accordance with the provision of the Working Time Regulations.

Financial Arrangements

The Department will continue to pay the Secondee's salary into his UK bank account, including sick pay in respect of any periods of sick leave, in accordance with normal arrangements. For the avoidance of doubt, the Department shall also

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Enterprise & Regulatory Reform

continue to be responsible for paying any employer's National Insurance contributions and for administering any deductions in respect of tax or employee's National Insurance contributions relating to the Secondee's salary and the cost of personal insurance cover while overseas.

The Board shall reimburse the Department a sum the equivalent of the total employment costs incurred by the department in relation to the employment of the secondee during the period of the secondment for the period of the secondment as stated in the Secondment Letter and Secondee's Letter. Employment costs include gross salary (which may increase from time to time), superannuation contributions and employer national insurance contributions as well as travel insurance premiums incurred by the secondee to provide medical and personal effects cover while overseas.

An invoice for the Secondment Fee will be despatched to the Board by the Department, unless otherwise notified, and the Board shall pay this invoice in US dollars within 28 days of receipt. Unless you inform us otherwise, we shall address our invoice to:

Air Resources Board
Ms. Emma Plasencia, Research Division
PO Box 95812, Sacramento California 95812.

Pension

The Secondee's membership of the Principal Civil Service Pension Scheme will not be affected by this secondment.

Accommodation

The Board will directly pay for or reimburse to the secondee the rental costs of suitable furnished accommodation including the cost of insuring, local taxes and utility bills (water, gas, electricity, telephone and other service charges) with the exception of personal telephone calls.

Travel costs

The Board will meet the costs of two economy return air fares for the period of the secondment.

Out of Pocket Expenses

The Board will reimburse directly to the Secondee the cost of any agreed travel, subsistence or other out-of-pocket expenditure properly incurred by the Secondee

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Enterprise & Regulatory Reform

in the course of or in connection with his services for the Board. This will be at the agreed rates as payable by the Board. The Board must notify the Department's HR Interchange Unit prior to offering the Secondee 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 Board in the calculation of the Secondment Fee shall meet any such additional tax or National Insurance liability.

Accidental injury or illness while abroad on official business.

The Secondee is covered by the Department's emergency medical expenses and repatriation insurance policy, subject to completion of a medical questionnaire.

Medical/Travel/Personal injury insurance.

The Board will ensure that the Secondee is covered by appropriate medical/travel/personal injury/evacuation insurance if travelling on behalf of the Board during the secondment and shall provide a copy of such insurance certificate to the Department on request.

Personal possession insurance – The Board will reimburse the costs of premiums for personal insurance cover.

Equipment

The Board will provide the equipment necessary for the Secondee to work. They will also pay for work-related phone calls as listed on an itemised bill.

Sickness Absence

- a. In the event of any sick absence, the Secondee is required to provide sick or medical certification to his line manager in the Department and provide a copy to the Board. He will also contact the Board on the first day of any absence.
- b. The Board agrees to maintain and to make available to the Department on request attendance records showing the number of days on which the Secondee was absent from work, whether on annual, special or sick leave, or by reason of industrial action or by reason of unauthorised absence.

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Conduct

- a. During the secondment, the Secondee will continue to be subject to the policies and procedures, rules and regulations of the Department, the rules of conduct applying to civil servants, as set out in the Civil Service Code, the Official Secrets Act and the Departmental Staff Handbook.
- b. The Secondee will continue to observe the duty of confidentiality owed to the Department and the rules relating to conflicts of duty as set out in the Civil Service Code, the Official Secrets Act and the Departmental Staff Handbook. The Secondee will continue to be bound by these duties and rules even after the secondment has come to an end.
- c. The Board will not induce the Secondee to disclose any information which is confidential to the Board or to do anything which would create a conflict of interest involving a duty owed to the Department.
- d. The Secondee shall not engage in any outside activity or occupation which might conflict with the interest of either the Department or the Board.
- e. If the Secondee believes that his work for the Board could give rise to a potential conflict of interest with the Department, the Secondee should draw this to the attention of the Department. The Secondee may be asked to withdraw from a specific area of work or the secondment may be terminated with immediate effect. A copy of the Civil Service Code will be sent to the Board and the Secondee for information. If at any time there is any doubt about conduct issues, the Secondee and/or the Board must the Secondee or the Board should contact the Department's HR Interchange Unit to seek clarification.
- f. During the secondment, the Secondee will also be subject to the policies and procedures, rules and regulations of the Board. The Board must ensure that the Secondee is not placed in a position where their duties to the Board conflict with their duties to the Department. In the event of any conflict, the Secondee's terms and conditions of employment with the Department shall prevail.
- g. In the event of any conflict or discrepancies between the Department's rules of conduct and that of the Board's the Departments rules shall prevail and the Board shall inform the Department's Interchange Unit.

Discipline and Grievance

The Secondee will continue to be subject to the Department's disciplinary and grievance procedures in respect of matters occurring during the secondment:

- a. the Board will not take any disciplinary action in relation to the Secondee;
- b. on request, the Board will co-operate with the Department in providing evidence relating to the Secondee for any disciplinary procedure;
- c. any statement of grievance which the Secondee has in relation to his secondment should be addressed to the Department; and
- d. the Board will offer all reasonable assistance to the Department to enable it to investigate and to attempt to resolve any grievance presented by the Secondee.

Termination -

- (i) The Board or the Department may terminate the secondment at any time for any reason.
- (ii) Unless terminated earlier, this Agreement shall automatically terminate at the end of the Secondment Term as set out in the Secondee's Letter and the Secondment Letter.
- (iii) On the termination or expiry of the secondment, the Secondment Fee shall cease to be payable from the date of termination of the secondment.
- (iv) Immediately following the termination or expiry of the secondment the Secondee will return the Energy Group of the Department and will be expected to begin looking for a post 3 months before the end of the secondment-

Health and Safety and Working Time

The Board will be responsible for taking all reasonable steps to ensure the health and safety of the Secondee during the period of the secondment. The Company shall provide such information and access to its premises as the Department may reasonably require in order to monitor the Board's

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compliance with this obligation. The Board shall at all times comply with all relevant legal requirements concerning working time, including the Working Time Regulations, and shall ensure that the Seconded's working arrangements comply with such legal requirements.

Objectives and work plan and Appraisal

At the beginning of the Secondment Period, the Board must arrange a meeting with the Seconded to plan and agree his objectives for the year ahead and to confirm who within the organisation will be his line manager. They will provide the essential material for the Seconded to complete his performance and development plan. The Department's appraisal system shall continue to apply to the Seconded during the secondment period. The Board shall provide to the Department such information as it may reasonably require in respect of the performance of the Seconded of his duties during the Secondment period.

Evaluation of secondment

At the end of the secondment, the Seconded will be required to complete an evaluation template on the secondment. This will enable the Department's HR Interchange Unit to monitor and assess its interchange programme on behalf of the Department.

Seconded's Personal Details

The Seconded will supply full contact details to the Department's Pay and Records Transactions as soon as reasonably practicable at the commencement of the secondment and the Seconded must notify payandrecords.transactions@berr.qsi.gov.uk of any change in location, telephone number and e-mail address.

Department Office Notices

The Seconded will be sent his pay advice, office notices etc during the secondment. These will be sent to his home address unless directed otherwise.

Business Appointment Rules – The Seconded is subject to the provisions of the Business Appointment Rules set out on the BERRNet which apply to those who seek to obtain employment in other organisations after working in the Civil Service. The Board is put on notice of these rules.

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Assignment – No party shall be entitled to assign or sub-contract any of its rights, duties or obligations under this Agreement to any third party without the prior written consent of the other.

Jurisdiction – These terms and conditions (Exhibit E) are governed by and shall be construed in accordance with the laws of England and Wales.