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1. PURPOSE

- 1.1 The Cabinet Office is seeking to establish a contract for the provision of level 3 Marketing which is available and level 4 PR & Communications Assistant (when this becomes available) apprenticeship training and related services.
- 1.2 The contract will be accessible to all Government Departments including Arms Length Bodies (ALB) who wish to undertake Apprenticeships in England.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Cabinet Office is a ministerial department which hosts the Government Communication Service (GCS). The GCS is the professional body for people working in communication roles across government. Their aim is to deliver world-class communications that support Ministers' priorities, improve people's lives and enable the effective operation of our public service.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 Under the Apprenticeship Reforms, new Apprenticeship Standards will replace the old Specifications for Apprenticeship Standards in England (SASE) Frameworks.
- 3.2 In May 2017 the system for the funding and procurement of apprenticeship training changed with the introduction of the Apprenticeship levy, which requires public sector employers with a pay bill over £3 million each year to make an investment in apprenticeships (0.5% of their annual pay bill)
- 3.3 In August 2015 the government pledged to support 3 million apprenticeships across the UK by 2020. As part of this commitment, the Civil Service has agreed to create approximately 40,000 - 50,000 apprenticeships over the next 5 years. To date we have inducted 47 communications apprentices into the GCS across a wide range of departments and public bodies.
- 3.4 Employers will access the funds through a Digital Apprenticeship Account (DAA) controlled by the Education and Skills Funding Agency (ESFA). The DAA is hosted on a system known as the digital Apprenticeship Service (AS). Each levy-paying employer has a virtual account equivalent in value to its contribution, minus an amount equivalent to the notional contribution for its employees that live in Scotland, Wales and Northern Ireland, plus a government top-up of 10%.
- 3.5 Funds in the Digital Account can only be used to cover the cost of apprenticeship training and end point assessment for apprenticeships undertaken in England. To access the funds employers will need to show, through the AS, that it has a contract for the delivery of a recognised apprenticeship, by a registered provider. For these purposes a registered provider is a training provider that appears on the ESFA Register of Apprenticeship Training Providers (RoATP). Recognised apprenticeships must be approved by the Institute for Apprenticeships, or Specifications for Apprenticeship Standards in England (SASE) Frameworks. Apprenticeship standards and framework are assigned a funding band maximum, above which the ESFA will not contribute to the cost of the training.



- 3.6 The GCS Apprenticeship is a critical part of the GCS Diversity and Inclusion Strategy to recruit, train and develop talented communicators, and establish a strong, diverse pipeline for future leaders in government communications.
- 3.7 The aim of the procurement is to contract with a Supplier of level 3 Marketing and level 4 PR & Communications.
- 3.8 The successful supplier is to provide ongoing support to the apprentice until the completion of the apprenticeship, this may be for a maximum period of 5 years. If an apprenticeship is undertaken in the third year of this contract and the apprenticeship term is 2 years, therefore support is required until completion of the last apprenticeship.
- 3.9 This requirement is to enable all government departments to call off this contract and to put in place individual apprenticeships for level 3 Marketing and level 4 PR & Communications apprenticeships.

4. DEFINITIONS

Expression or Acronym	Definition
AS	Apprenticeship Service
DAA	Digital Apprenticeship Account
EPA	End Point Assessment
ESFA	Education and Skills Funding Agency
GCS	Government Communication Service
ILR	Individual Learner Record
PiP	Personal Improvement Plan
RoATP	Register of Apprenticeship Training Providers
SASE	Specifications for Apprenticeship Standards in England

5. SCOPE OF REQUIREMENT

- 5.1 The supplier must be registered on the Education and Skills Funding Agency (ESFA) Register of Apprenticeship Training Providers (RoATP), and provide apprenticeship recruitment and training services.
- 5.2 Provide apprenticeship training as stated in the ESFA and terms and conditions of the apprenticeships for the region of England only.
- 5.3 Apprenticeship training may be undertaken by various government departments. See Annex A for a full list of possible departments.



6. THE REQUIREMENT

- 6.1 The supplier for level 3 Marketing and level 4 PR & Communications apprenticeships shall:
- 6.1.1 Provide new apprentices during the two years of the contract with the option to extend for a further three years (+1+1+1), or up to the maximum contract value of £480,000, whichever is the earlier. Upon reaching either threshold, the Supplier will continue to provide the contracted training programme to apprentices sourced under this contract towards completing their apprenticeship. The support is required for up to a maximum of 5 years.
 - 6.1.2 Undertake the development, management, administration and delivery of a training curriculum to deliver business administration apprenticeships. This will include the level 3 Marketing and level 4 PR & Communications framework, and any communications related apprenticeship standards of the same level that are subsequently approved for delivery and published.
- 6.2 The supplier shall:
- 6.2.1 Be a professional and efficient provider of high quality apprenticeship training, who is able to source high calibre candidates for apprenticeships and provide quick and effective customer service to the Authority.
 - 6.2.2 Provide advice and guidance to ensure compliance with the new government Apprenticeship Levy.
 - 6.2.3 Ensure robust, consistent and appropriate training processes are in place to support the development of apprenticeships across the organisation. This includes, but is not limited to:
 - 6.2.3.1 Working with line managers from the Authority to understand their needs, and supplying a point of contact for the Authority to contact with feedback.
 - 6.2.3.2 Developing a training programme that ensures the Authority requirements are taken into consideration.
 - 6.2.3.3 The development of a Personal Improvement Plan (PIP) if required.
 - 6.2.4 Provide the provision of an Individual Learner Record (ILR), to enable apprentices to log the progress of their training and development throughout the scheme.
 - 6.2.5 Deliver an End Point Assessment (EPA) process that will lead to the award of a certificate of apprenticeship by a third party certification body (which shall be a registered provider that appears on the ESFA RoATP).

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- 6.2.6 Where requested by the Government Communication Service, lead on sourcing, selecting, assessing and recruiting apprentices, including attracting candidates, skills screening, long-listing and shortlisting, interviewing and references.
 - 6.2.7 The Supplier will contact professional and academic referees where necessary, and check the eligibility of applicants. The Authority will undertake security vetting when on boarding apprentices. The Supplier will ensure a diverse mix of applicants (including from diverse socio-economic backgrounds), fair and open competition for roles, and will clearly advertise them according to the terms and conditions of employment offered by the Government Communication Service, including the length of the contract where necessary.
 - 6.2.8 Training to be delivered in the London region. Travel will be required for any apprenticeships who are based outside of the London area to attend any training events/courses.
 - 6.2.9 Training to be provided in a variety of delivery methods, GCS envisage predominately classroom based, with options for webinars where relevant.
 - 6.2.10 Regular one to one meetings with the development coach/tutor which can be undertaken via face to face (if the apprentice is based in London), skype or alternative (for regional apprentices). Face to face meetings with the development coach/tutor and for any apprentices based in regional offices to take place at least twice a year.
 - 6.2.11 If there are any performance issues with any of the apprentices' additional support will be required. This will be discussed with the apprentice and the development coach/tutor.
- 6.3 Other Government Departments may use this agreement for level 3 Marketing and level 4 PR & Communications apprenticeships within their own organisation.

7. KEY MILESTONES

- 7.1 Within 5 working days of contract award, the Supplier will meet with the Authority to begin the contract, understand the Authority's needs and existing demand.
- 7.2 The Supplier will attend quarterly contract review meetings, to assess progress, review the success of the contract and of the apprentices, and consider new ways of working.
- 7.3 Key milestones for delivery are listed in the table below:

Date	Milestone
Keep in touch event (one day induction led by GCS)	July
Training for line managers	1 day in September
Apprentices start (Approximately 25-30 apprentices)	1 st October



Induction/ kick-off event by apprenticeship supplier	1-2 days in early October
Training begins	October onwards
Recruitment of candidates (planning, recruitment and selection)	January onwards

8. AUTHORITY'S RESPONSIBILITIES

- 8.1 The Authority will induct apprentices to the organisation, ensure apprentices are supported by their line manager and ensure apprentices are given sufficient time away from their role to complete their apprenticeship.
- 8.2 The Authority will provide apprentices with any training required for their specific role, and mandatory training where necessary.
- 8.3 The Authority will support the creation of an internal apprenticeship network for apprentices to share knowledge and network.

9. REPORTING

- 9.1 The Authority will require the Supplier to report, when requested;
- 9.1.1 The number of apprentices it is providing training to, and their details, including their status in the apprenticeship.
- 9.1.2 Expenditure against the contract for the provision of training and recruitment services.
- 9.1.3 Feedback from apprentices on the training they are provided.
- 9.1.4 Quarterly progress of individual apprentices on their programme of study, escalating any areas of concern.
- 9.1.5 The scores and marks (final and mock examinations where relevant) received by apprentices on their training, including the overall rate of apprentices from the Authority who complete their apprenticeship training.
- 9.1.6 Any relevant information regarding the Supplier's status with the ESFA, for example if the Supplier is no longer on the RoATP register.
- 9.1.7 Data on the diversity statistics of applicants to roles advertised by the Supplier, and the summarised diversity statistics of applicants at application, sift and offer stages
- 9.1.8 Report on how data is being handled in line with the new Data Protection Laws (GDPR)
- 9.1.9 Feedback from any authority / regulator undertaking a review of any subcontractors who provide educational training.

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10. VOLUMES

10.1 Volume will be demand led, dependent on the needs of the Authority and its wider arm's length bodies. As an indicative number, approximately 27 employees began apprenticeships within the last year. The Authority hopes to maintain this figure with an additional 24-30 to start in October 2018. Another intake of apprenticeships may be required at a later date.

See table below with the expected volumes for October 2018, please note this is an estimate and the details and/or volume may change.

Estimated Number of Apprentices	Department	Office location if not London
1	Department for Transport (DfT)	
1	Office of Rail and Road (ORR)	
1	Cabinet Office (CO)	
1	Office for National Statistics (ONS)	
4	Foreign and Commonwealth Office (FCO)	
1	Department for Education (DfE)	
4	Ministry of Defence (MOD)	1 Norcross Lancashire, 1 Sutton Coldfield, remainder will be based in London
3	HM Revenue and Customs (HMRC)	
1	Department for the Exit of the EU (DExEU)	
1	Health and Safety Executive (HSE)	Bootle
2	Department for International Development	
1	Department of Health and Social Care (DoH)	
1	Independent Inquiry into Child Sexual Abuse (IICSA)	
1	Department for International Development	
1	Department for International Trade (DIT)	
24	Estimated volumes for next intake	

10.2 In total an estimated 60 apprentices to be undertaken throughout the term of this contract, however given uncertainties in demand, this figure may rise or fall.

1.1 This is a call off contract and as such the Authority cannot guarantee volumes of work. Other Government Departments may wish to use this agreement. The cost of the apprenticeship must include the time and materials to manage the apprenticeships.



11. CONTINUOUS IMPROVEMENT

- 11.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 11.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.
- 11.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

12. SUSTAINABILITY

- 12.1 The Supplier should consider social sustainability, including the diversity, when providing recruitment and training services.

13. QUALITY

- 13.1 The Supplier will maintain a high quality of training and coaching for apprentices, and will measure this by gathering feedback from apprentices and reporting the results to the Authority. This feedback will be discussed at quarterly review meetings.
- 13.2 The Supplier will offer responsive recruitment services which provide high quality candidates to the Authority. The provider will record its progress in this area, including the number of candidates who receive offers from the Authority, and the number who do not.

14. PRICE

- 14.1 Pricing should be based on the cost of the individual service provided:
 - 14.1.1 The cost of training a **single** apprentice to the level 3 Marketing or level 4 PR & Communications Assistant standard, which would be deducted from the Apprenticeship Levy.
 - 14.1.2 Any other costs not covered by the above.
 - 14.1.3 Prices are to be submitted via the e-Sourcing Suite using Appendix E Price Table. All prices shall be excluding VAT.
 - 14.1.4 Prices to be inclusive of expenses and exclusive of VAT and remain firm for the duration of this contract.

15. STAFF AND CUSTOMER SERVICE

- 15.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 15.2 Potential Provider's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 15.3 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.



16. SERVICE LEVELS AND PERFORMANCE

16.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target	Service Credits
1	Recruitment of candidates.	Where requested, their Supplier will provide an agreed recruitment strategy within two working days of request raised by the Authority.	95%	50% of non-EFSA fee for each percentage point below the target
2	Commencement of training.	The Supplier is to commence engagement / hold kick-off meeting] with the apprentice within one week of their start date with the Authority.	95%	20% of non-EFSA fee for each percentage point below the target
3	Digital Apprenticeship Account	The Supplier will ensure details of apprentices on the DAA are accurate and up to date, and that the account is updated within 5 working days of the Authority adding a new apprentice to the account.	95%	10% of non-EFSA fee for each percentage point below the target
4	Quality of service	Rate of apprentices completing their qualification.	65%	20% of non-EFSA fee for each percentage point below the target
5	Quality of Service	Supplier undertakes to collect, analyse and provide readout to Authority on feedback from apprentices undertaking training, on a regular (as agreed with the Authority) basis.	90%	10% of non-EFSA fee for each percentage point below the target

- 16.2 If the Supplier, upon being made aware of their inability to meet any one SLA, is unable to improve its performance within 3 months, after an agreed performance is implemented then the Authority will have grounds to terminate the contract. This in accordance with point 16 in Appendix C.
- 16.3 If the supplier, upon being made aware of any changes to the syllabus, is unable to meet the requirements within 3 months, then the Authority will have grounds to terminate the contract.
- 16.4 Upon termination of the contract, the Supplier will continue to provide training to existing apprentices, but will not be requested or required to recruit or provide training to any new apprentices. The Supplier will be expected to provide a thorough handover if a new Supplier is appointed.

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17. SECURITY REQUIREMENTS

- 17.1 This paragraph describes the mandatory security requirements that the Supplier shall have in place.
- 17.2 The Supplier shall ensure that the implementation of security controls and how they shall comply with the HMG Security Policy Framework, as detailed at the link below and Industry best practice, is documented, with associated security policies and standards:
<https://www.gov.uk/government/publications/security-policy-framework>
- 17.3 Any IT systems used by the Supplier to meet the Authority's requirement shall have a Cyber Essentials Scheme Basic Certificate or equivalent at the commencement date of the first Call Off contract, and maintain that certification throughout the life of the contract. Cyber Essential Scheme requirements can be located at:
<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>
- 17.4 Any IT systems used by the Supplier to meet the Authority's requirement must be subjected to periodic independent penetration testing and any significant vulnerabilities identified as part of the penetration testing must be remediated within timeframes agreed with the Authority.
- 17.5 The Supplier shall have the capability to employ encryption to information / Data which shall be sent across a network or extracted by electronic means. Where encryption is used the method of encryption used must be agreed with, and meet the requirements of, the Contracting Authority.
- 17.6 The Supplier shall ensure that any suspected or actual security breaches are reported to Contracting Authorities representative immediately and depending on the impact of the breach, shall be included in monthly/quarterly performance reporting to the Authority.
- 17.7 The Supplier shall comply with all relevant legislation, organisational and cross Government policy and guidelines in relation to Data and asset security.
- 17.8 The Supplier shall provide secure solutions that comply with any restrictions or requirements arising out of the Contracting Authority's security policies. This shall include, but not be limited to:
- Cyber Essentials Scheme Basic Certificate;
 - BS EN ISO 9001 or agreed equivalent;
 - ISO 27001 Information Security Management or agreed equivalent; and
 - HMG Baseline Personnel Security Standard and Counter-Terrorist Check.
- 17.9 The Supplier, their subcontractors and any third party suppliers assured as part of the service, shall show that they are compliant with ISO 27001 Information Security Management with respect to all of the services they shall offer. Any such subcontractors or third parties will be required to have their own security operating procedures that shall be made available to the Contracting Authority to provide assurance of data security.

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- 17.10 The Supplier shall ensure that Contracting Authority's information and Data (electronic and physical) shall be collected, held and maintained in a secure and confidential manner and in accordance with the Terms of this Contract.
- 17.11 The Supplier shall be cognisant of supporting HMG compliance with Data Protection Act (DPA) 1998 and with EU data protection legislation/regulation throughout the life of the contract. The Authority's preference is that the Supplier would be able to host Authority data entirely within the UK, and supported entirely by UK based system admin staff, but would consider hosting with the European Economic Area (EEA) as long as the Potential Providers are able to provide assurances that all other security requirements can be met, and subject to compliance with the General Data Protection Regulation.
- 17.12 The Supplier shall take all measures reasonably necessary to ensure that all Supplier Personnel involved in the performance of the Contract are aware of all ongoing Data security and confidentiality requirements.
- 17.13 This paragraph describes the mandatory security vetting / clearance requirements that the Supplier shall fulfil in its entirety as part of the delivery of this Framework Agreement, in line with the Cabinet Office Security Policy Framework (SPF). Full details of the Cabinet Office SPF can be viewed via the link below:
<https://www.gov.uk/government/collections/government-security>
- 17.14 The Supplier shall have in place security clearance which meets the requirements of the Contracting Authority, and shall ensure full compliance with the standards set out in the following link:
<https://www.gov.uk/government/publications/hmg-personnel-security-controls>
Any pre-employment checks that the Supplier subjects their staff to should be at least equivalent to the Government Baseline Personnel Security Standard (BPSS). In addition, where there is a requirement for any supplier staff to work unsupervised on Authority premises, they will be expected to undergo BPSS checks and National Security Vetting to Counter Terrorism Check (CTC) level before they can do so.
- 17.15 Where a Supplier delivers all or part of the Service from the Contracting Authority's site, the Supplier shall comply with the Contracting Authority's personnel and physical security requirements.
- 17.16 The Supplier shall maintain appropriate staff records for all Supplier Personnel who are involved in activities related to delivery of the products and services within the scope of this this Framework Agreement, and shall make this data available to Contracting Authorities upon request.
- 17.17 The Supplier shall ensure that all employees and key representatives of the Supplier working on Contract shall comply with the Contracting Authority's security clearance requirements.
- 17.18 The Supplier shall ensure that Supplier Personnel provide evidence of their Right to Work in the United Kingdom in line with the Immigration, Asylum and Nationality Act (2006) and the Supplier shall maintain a copy of such evidence. The cost of obtaining any such evidence shall be the responsibility of the Supplier.



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- 17.19 The Contracting Authority reserves the right, to review its Security Checking procedure throughout the duration of the Framework Agreement and may require all Supplier employees and all Sub Contractors engaged to provide the Services to have obtained either National Security Vetting clearance or a full criminal records disclosure;
- 17.20 The Supplier shall not charge for the costs of the above. The Authority accepts no liability for costs incurred in the process of obtaining such disclosure certification.
- 17.21 Contracting Authorities may perform audits which may include checking compliance with the security requirements above and/or the additional requirements specified by the Contracting Authority and as mandated by HM Government.
- 17.22 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 17.22.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 17.22.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 17.22.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Supplier shall comply with any such notice.
- 17.23 The Supplier shall, if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 17.24 Procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

18. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 18.1 In accordance with the Terms and Conditions set out in the Appendix C.

19. PAYMENT

- 19.1 This agreement will be used by other government departments and payment details will need to be agreed with the individual departments at the commencement of the apprenticeship.
- 19.2 For supplying training and arranging the end point assessment, the Supplier will receive payments from the apprenticeship levy through the digital Apprenticeship Service, after they have sent an invoice to the Authority. Payments from the levy can only cover training and the end point assessment. The supplier will bill separately for any recruitment costs, which will be paid directly by the Authority.
- 19.3 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 19.4 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

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20. ADDITIONAL INFORMATION

20.1 General Data Protection Regulation (GDPR)

The New Data Protection Legislation (aka General Data Protection Regulation 'GDPR') which is due to come into force during May 2018, which aims to protect the privacy of all EU citizens and prevent data breaches. It will apply to any public or private organisation processing personal data.

Established key principles of data privacy will remain relevant in the new Data Protection Legislation but there are also a number of changes that will affect commercial arrangements, both new and existing, with suppliers. The new General Data Protection Regulations specify that any processing of personal data, by a Processor, should be governed by a contract with certain provisions included.

The Cabinet Office and other government department contracts involving processing personal data, and which will be in place after 25 May 2018, will require updating to bring them into line with the new regulations.

This will involve updating contract terms based on the generic standard clauses published in Procurement Policy Note 03/17 and ensuring specifications and service delivery schedules reflect the roles and responsibilities between the Controller and the Processor as required by the new regulations.

Any organisation required to comply with the new Data Protection Legislation may incur costs in doing so, especially where new systems or processes are required. However, these costs are attributable to conducting business in the EU, and not supplying the UK public sector. We expect all suppliers to manage their own costs in relation to compliance.

As the Controller, we will not accept liability clauses where you are indemnified against fines under GDPR as the Processor. The legal penalty regime has been extended directly to Processors to ensure better performance and enhanced protection for personal data. That means indemnifying Processors for any GDPR fines or court claims undermines these principles.

If you are the successful bidder you will be contacted in the coming weeks in relation to varying this contract for Apprenticeships.

You may also have received similar communications from commercial teams across the public sector.

If you would like to know more about the upcoming changes, the Information Commissioner's Office is a useful source of information on the new regulations (ICO Information on GDPR).

21. LOCATION

21.1 The location of the apprentices to be deployed include the Authorities premises in London, including departments and arm's length bodies across England.





Annex A

The contract would be accessible to their agencies and public bodies which are detailed further on <https://www.gov.uk/government/organisations>. The list below details an example of government department which may use this agreement.

Cabinet Office (CO)
Department for Digital, Culture, Media & Sport (DCMS)
Department for Transport (DfT)
Department for Environment, Food and Rural Affairs (DEFRA)
Department for Business, Energy and Industry Strategy (BEIS)
Department of Health and Social Care (DoH)
Department for Education (DfE)
Department for International Trade (DIT)
HM Revenue and Customs (HMRC)
Department for Work and Pensions (DWP)
Ministry of Defence (MOD)
Ministry of Justice (MOJ)
Department for the Exit of the EU (DExEU)
Department for International Development (DFID)
HM Treasury (HMT)
Foreign and Commonwealth Office (FCO)
Home Office (HO)
Ministry of Housing, Communities & Local Government
Office of Rail and Road (ORR)
Independent Inquiry into Child Sexual Abuse (IICSA)
Office for National Statistics (ONS)
Health and Safety Executive (HSE)

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