

**Baroness Stuart of Edgbaston  
First Civil Service Commissioner  
Civil Service Commission**

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Cabinet Office

5 December 2025

**Paid appointment with Aspire Defence Ltd: Application under the Business Appointment Rules from Sir Gareth Rhys Williams Bt CB, former Government Chief Commercial Officer at the Cabinet Office.**

Thank you for submitting an application for advice under the Business Appointment Rules<sup>1</sup> (the Rules) to the Civil Service Commission (the Commission) on behalf of **Sir Gareth Rhys Williams Bt CB**, formerly Government Chief Commercial Officer at the Cabinet Office. The application is for a part time, paid role as Non Executive Chairman with Aspire Defence Ltd (Aspire Defence). Further detail on the content of the application is in the Annex. The Commission's advice is required as Sir Gareth is a former civil servant at SCS Pay Band 3. His last day of service was 5 July 2024.

The purpose of the Rules is to protect the integrity of the government. They aim to avoid any reasonable concerns that: a civil servant may be influenced in their official duties by the risk of reward; a civil servant may improperly exploit access to information; and an organisation may gain an improper influence through the employment of a civil servant.

The Commission's advice is that this appointment should be subject to the following conditions:

1. Privileged information – Sir Gareth should not draw on (disclose or use for the benefit of himself the persons or organisations to which this advice refers) any privileged information<sup>2</sup> available to him from his time in office.
2. Lobbying – For two years from his last day in office, until 5 July 2026, Sir Gareth should not become personally involved in lobbying<sup>3</sup> the UK government or its arm's length bodies on behalf of Aspire Defence (including parent companies, subsidiaries, partners and clients). He should also not make use, directly or

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<sup>1</sup> See the [Business appointment rules for Crown servants](#).

<sup>2</sup> Meaning official information to which a civil servant has had access as a consequence of his or her office or employment and which has not been made publicly available.

<sup>3</sup> As defined in the rules.

indirectly, of his contacts in the government and/or civil service to influence policy, secure business/funding or otherwise unfairly advantage Aspire Defence (including parent companies, subsidiaries, partners and clients).

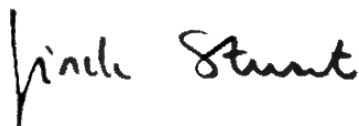
3. Bids and contracts – For two years from his last day in office, until 5 July 2026, Sir Gareth must not provide advice to Aspire Defence on any bid or contract relating to the UK government or its arm's length bodies. He can, however, draw on his skills and experience to advise Aspire Defence on the subject matter of the Project Allenby/Connaught contract with the Ministry of Defence, provided he does not draw on any privileged information or contacts from his time in the civil service.

Sir Gareth confirmed to the Commission his intention to fully comply with the conditions that apply to his role. Aspire Defence also confirmed its understanding of, and adherence to the conditions that apply to Sir Gareth's role as Non Executive Chairman.

The Rules set out that civil servants must abide by the Commission's advice. It is Sir Gareth's personal responsibility to manage the propriety of any appointment and to understand any other rules and regulations they may be subject to in parallel with the Commission's advice.

Sir Gareth must seek advice if he proposes to extend or otherwise change his role with the organisation. This includes involvement in any renegotiation of the terms and requirements of the Project Allenby/Connaught contract while he is subject to the Rules. Once this appointment has been publicly announced or taken up, the letter will be published on the Civil Service Commission's website.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Gisela Stuart', with a stylized, cursive script.

**Gisela Stuart**  
First Civil Service Commissioner

## **Annex A: The application**

## Applicant assessment

1. Aspire Defence Ltd (Aspire Defence) is a special purpose vehicle that was set up in 2006 to deliver the 35-year Project Allenby/Connaught. Until 2041, Aspire Defence is responsible for building, improving and maintaining soldiers' single living and working accommodation on several Army garrisons. Aspire Defence holds the contract with the Defence Infrastructure Organisation, an arm's length body of the Ministry of Defence (MOD). It sub-contracts to Aspire Defence Capital Works for delivery of the construction programme and to Aspire Defence Services for a broad range of facilities management services delivered over the 35 years of the contract. As a private finance initiative<sup>4</sup>, funds were raised through a combination of bond funding and equity to complete the initial construction phase of the project. Aspire Defence is owned by three shareholders: KBR Inc. (as majority shareholder), Innisfree and InfraRed. Both Aspire Defence Capital Works and Aspire Defence Services are owned by KBR Inc.
2. As Non Executive Chairman, Sir Gareth stated his roles and responsibilities at Aspire Defence will be to:
  - Guide the Executive and Board of Shareholder Directors, ensuring the company is governed effectively and in the best interests of its shareholders and stakeholders.
  - Resolve company matters to avoid escalation to the Board wherever possible.
  - Act as a 'sounding board' for the CEO and aim to keep the Executive acting on the owner's intent.
3. Sir Gareth stated that he is unlikely to have contact with his former department, the Cabinet Office. However, given Aspire Defence's business with Project Allenby/Connaught he expects that he will attend meetings at MOD barracks with other Aspire Defence officials to check on the delivery of its contract and he may be contacted by MOD officials in the event of delivery issues. He stated that contact with government will be at their request: specifically the contract manager and/or officials of the Defence Infrastructure Organisation. He also noted that this contract is a PFI, meaning its terms and requirements are agreed and scheduled. He added that concerns relating to lobbying for business or contract negotiation are not present in this case.

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<sup>4</sup> A Private Finance Initiative (PFI) is a long-term contract between a private party and a government entity where the private sector designs, builds, finances and operates a public asset and related services. In a PFI contract the private party bears the risks associated with construction and maintenance and management responsibility, and remuneration is linked to performance.

4. Sir Gareth stated he did not meet with Aspire Defence during his time in post, nor did he have involvement in commercial or contractual dealings with the company. He stated that whilst it may be possible that KBR Inc. may have been awarded contracts with government whilst he was in the civil service, he is not privy to any details or specific information, including which departments they may be with. He stated that while any such contracts would have been led by members of the Government Commercial Function - who were all functionally responsible to him through their management and commercial director structures - he was ultimately not privy to or involved in any relevant evaluation, management or decisions on bids and contracts.
5. As Government Chief Commercial Officer, Sir Gareth was responsible for evolving and implementing the Civil Service commercial strategy for the Civil Service, positioning the commercial function as a key delivery partner in all commercial relationships and helping departments realise efficiency savings. He was responsible for leading and building strong commercial expertise across all government departments, senior officials and leaders of government suppliers.
6. Sir Gareth left the civil service on 5 July 2024. He noted that his role was restricted in February 2024 to avoid conflicts with his potential roles post-government service. He stated from February 2024 until his end of service, he:
  - did not review, nor was exposed to documentation naming final stage vendors;
  - did not attend meetings about or with vendors unless the discussions on commercial matters were limited to the application of frameworks or similar publicly available information;
  - did not attend meetings where vendor bids were decided upon;
  - stepped down from Cabinet Office committees, including the Executive Committee and Performance and Risk Committee;
  - removed himself from any further business planning; and
  - arranged for any correspondence intended for the Government Chief Commercial Officer to be re-routed to the Chief Operating Officer mailbox.

#### Correspondence with Aspire Defence

7. Aspire Defence confirmed its understanding of, and adherence to the Commission's advice and the conditions imposed on Sir Gareth's appointment.

#### Departmental assessment

8. The Cabinet Office confirmed Sir Gareth did not meet with Aspire Defence and was not involved in decisions specific to the organisation or its main shareholder KBR Inc. during his time in post. The department noted it does not hold a relationship with Aspire Defence, though the Defence Infrastructure Organisation does.
9. The Cabinet Office did not consider Sir Gareth to possess sensitive information that may provide an unfair advantage to Aspire Defence. It also noted that during his time in service, 'ethical walls' were introduced regarding his access to information by the then Cabinet Office Permanent Secretary to reduce potential conflict in the event of future job offers.
10. The Cabinet Office did not have concerns with the appointment, nor with the nature of his contact with government. It affirmed that contact of this nature would not be considered to meet the definition of 'lobbying' as set out in the Business Appointment Rules. The department recommended the standard conditions.

#### CSC's analysis

11. *Risk of reward.* Sir Gareth did not have contact with Aspire Defence, nor was he involved in any decisions specific to the organisation or KBR Inc., commercial or otherwise. The risk of reward for decisions or actions taken in office is likely to be low.
12. *Access to information.* It is likely that Sir Gareth had access to a wide range of information that may benefit many organisations, though the Cabinet Office did not note anything specific relating to this application. The risk relating to his access to information is not specific to the work of Aspire Defence given the organisation's operation overlaps with the work of the Ministry of Defence, a department he was not employed by. There is no known overlap with the work of Aspire Defence and his former department. Further, it has been over 16 months since he left the civil service, and information barriers introduced during his last few months of employment will have reduced the currency of any information he may possess.
13. *Improper influence.* This appointment may include contact with government at its request relating to Aspire Defence's operational delivery of Project Allenby/Connaught. The Commission considered the risk limited in relation to Sir Gareth utilising his skills and experience to work on Project Allenby/Connaught on behalf of Aspire Defence. In considering the related risks, the Commission gave weight to the following details:
  - This work is a long standing programme between Aspire Defence and the Defence Infrastructure Organisation and predates Sir Gareth's time

in government. It will end in 2041, significantly after he is subject to the Rules. Given there are agreed government frameworks in place to govern the delivery of the programme, the risk that one individual is able to provide an undue influence on its delivery process is limited.

- The Cabinet Office did not flag any privileged insight Sir Gareth may have that presents a risk, and there is no known overlap with Sir Gareth's responsibilities in government and anything that relates to the work of the MOD or Project Allenby/Connaught.

14. However, if while Sir Gareth is subject to the Rules there is a change to the existing scope of Aspire Defence's work on Project Allenby/Connaught, or if terms and requirements of the contract demand renegotiation, this advice requires that he should return to the Commission to seek further advice regarding his involvement.

15. Whilst the Commission considered the risks associated with Sir Gareth advising on the subject matter of Project Allenby/Connaught to be limited, there remains a risk associated with his contacts and influence within government. This influence could, or be perceived to, offer Aspire Defence an unfair advantage or improper access to government. To mitigate this risk, the Commission has imposed a ban on advising on any other bid or contract with government and further conditioned that any contact with government be limited to matters concerning Project Allenby/Connaught.