



LIST OF CHANGES

Short Form Contract v1.3 from previous version (Short Form Contract v1.2)

Key thematic updates:

- A liability cap of a [suggested range of £500k-£5m] has been added to the supplier indemnity for any losses incurred if the supplier breaches the data protection clauses or any data protection legislation.
- Various indemnities from the supplier in favour of the buyer have been capped, so they are no longer unlimited (e.g. the cost of recall of goods).
- Alternative drafting options for ownership and licensing of New IPR have been added as an optional Annex 5. Buyers can keep the default position, or select from two alternative options, if that is more suitable for their procurement.
- A clause has been added requiring the supplier to have adequate insurance cover for the contract.
- A special terms section has been added to the Order Form to allow Buyers to amend/delete/add to the Conditions, if required.
- A clause has been added to include a mini rectification plan process - ensuring that there is a process for suppliers to correct any issues with the goods/services, if required.
- References to outdated EU legislation have been updated/deleted, including GDPR provisions.
- GDPR clauses have been added into Annex 1 to cover scenarios where the parties are acting as either joint or independent controllers, so that the Short Form Contract can be used in these scenarios.
- New clauses on subcontracting, including appointment, termination, responsibility, mandatory terms, and approval, have been added.
- There have been amendments to clauses in the Short Form Contract to better align with the Model Services Contract and the Mid-Tier Contract, including provisions around set-off, conflicts of interest, some audit provisions, additional Buyer termination rights, FOIA requests, force majeure, preventing fraud and bribery, whistleblowing, transparency reporting, and supplier compliance with law and applicable procurement policy.
- An optional Annex 4 has been added to insert the supplier's tender, if desired.

General guidance on the terms may be obtained by contacting the Model Services Contract team at: modelservicescontract@cabinetoffice.gov.uk. Detailed and specific guidance should be obtained from your legal advisors.

Note: corrections of typos, very minor amendments, and renumbered cross-references may not be listed. For a full picture of the changes, please see the Short Form Contract Compare Document, comparing this version against the previous

version. Clause numbers refer to the clauses as numbered in v1.3, although previous clause numbers may also be mentioned for ease, where appropriate.

List of changes by contract reference:

Contract reference	Area	Change
Buyer Guidance	Guidance	Updating the 'Buyer Guidance' for ease of use and clarity, including referencing PPN 11/20 – Reserving Below Threshold Procurements , PPN 10/21 – Thresholds and Inclusion of VAT , referring users to different contracts where these are more relevant, and ensuring the guidance matches the terms of the contract.
Cover Letter (Throughout)	Cover Letter	Updating the cover letter for ease of use and clarity (e.g. using defined terms, providing spaces for email addresses to be inserted, removing the reference to 'Dear Sirs').
Order Form (Throughout)	Order Form - general updates	<p>a) Updating the Order Form by adding in a space for the Start Date, the Expiry Date, and an Extension Period, replacing the 'Date' and 'Term' sections.</p> <p>b) Updating the Order Form to ensure that it matches the instructions in the Conditions – e.g.</p> <ul style="list-style-type: none"> a. adding in a space for any required Progress Meetings or Progress Reports b. adding in a space for the Supplier Authorised Representative(s)' detail c. adding in a space for Key Staff details d. Amending the space for any relevant policies, requirements, and instructions to be included by the Buyer. <p>c) Updating the Order Form by adding further drafting instructions (e.g. about delivery by instalments or collection of Goods, or days any Services are to be performed), or highlighting certain key terms from the Conditions, (e.g. 30 days' payment terms).</p> <p>d) Adding in some guidance that, where appropriate, the Order Form may be signed electronically by both Parties.</p>
Order Form – New section 10	Optional IPR Clauses	Referencing new Optional Annex 5 for alternative drafting options for ownership and licencing of Foreground (newly created) IPR.

Order Form – New section 13 (see also new clause 12.5 below)	Supplier GDPR / data protection liability cap	<p>a) Adding a space to insert a liability cap for the Supplier indemnity in favour of the Buyer for any Losses incurred if the Supplier breaches the data protection clauses or any Data Protection Legislation.</p> <p>b) Cap is a [suggested range of £500k-£5m] total, across the life of the contract and can be amended by Buyers using the Order Form.</p> <p>c) Adding guidance in the Guidance document about how Buyers should choose a figure in the range, and how the liability cap applies.</p>
Order Form – New section 20	Special Terms (optional)	<p>Including a space for Buyers to amend/delete/add to the Conditions, e.g. Department-specific terms. If not used, this can be noted as “N/A”.</p> <p>Examples include increasing (not decreasing) the general liability cap for both Parties at clause 12.1, which is currently no more than 125% of the Charges paid or payable to the Supplier, or adding requirements to prevent modern slavery. Guidance added on the use of these.</p>
Order Form – New section 21	Order Form – Incorporated Terms	<p>Adding in a section setting out all the documents that are incorporated into the contract and their order of precedence (i.e. Cover Letter (if used), the Order Form, any Special Terms, the Conditions, and any relevant Annexes). This includes special drafting around the precedence of the Supplier’s Tender, if used, so that if the Tender offers a better commercial position in the Buyer’s view, this part(s) takes precedence.</p>
Annex 1 (Processing Personal Data)	Authorised processing of personal data, Joint Controller Agreement, Independent Controller Clauses	<p>Updating Annex 1 by splitting it into 3 parts, adding 2 new parts:</p> <p>a) Part A is the existing Authorised Processing Template. Guidance has been added to clarify that this is a mandatory Part. Spaces have been added into the template for information to be inserted covering:</p> <ol style="list-style-type: none"> a. the identity of the Controller and Processor b. the plan for return and destruction of the data c. Locations of processing d. Protective measures that will be implemented. <p>b) Part B is a new optional Joint Controller Agreement, which can be used where the Parties are Joint Controllers.</p> <p>c) Part C is a set of optional new clauses, which can</p>

		be used where the Parties are Independent Controllers.
Annexes 2 (Specification) and 3 (Charges)	Annex drafting guidance	Updating the drafting instructions in relation to Annexes 2 (Specification) and 3 (Charges) to cover the situations where these are used or are not used.
New Annex 4, Order Form	Supplier's Tender – Optional Annex	<p>Including an optional Annex 4 for any Supplier's tender to be inserted, to ensure that if it is to be referenced in the Order Form, it is incorporated into the contract, rather than just referencing a separate tender document by date.</p> <p>Providing guidance about how to insert the tender and to cover the situations where this is used or is not used.</p>
New Annex 5 (Optional IPR Clauses), new section in Order Form, Clauses 10.1-10.2 (Intellectual Property Rights), Clause 1 (Definitions), Update to Guidance	Optional IPR Clauses – Optional Annex	<p>Adding additional drafting options into an Optional Annex 5 for ownership of Foreground (newly created) IPR, other than the current 'Buyer Ownership of Foreground IPR, with Supplier rights to deliver the contract / commercial exploitation ' (Option 1) in clause 10.</p> <p>The Buyer can keep Option 1 (default), or choose either of Option 2/3 in the Order Form:</p> <ul style="list-style-type: none"> • Option 2 (Part A): Buyer ownership of Foreground IPR with Supplier rights to deliver the contract only. • Option 3 (Part B): Supplier ownership of Foreground IPR with Buyer and other Public Sector Body rights for the current contract and broader public sector functions. <p>Providing guidance about when users might like to use each option.</p>
Throughout the Conditions and Order Form	Minor non-substantive updates	<p>a) Minor non-substantive updates to wording, e.g. changing from Supplier to "<i>take all reasonable steps to do X</i>", to Supplier "<i>to use all reasonable endeavours to do X</i>", changing references from "<i>a contract</i>" to "<i>the contract</i>" and "<i>Off Contract</i>" to "<i>Contract</i>".</p> <p>b) Corrections of typos, removal of square brackets, updating incorrect cross-references, renumbering clauses.</p>

<p>Throughout the Conditions, New Clause 2.8 (Understanding the Contract)</p>	<p>EU references</p>	<p>a) Removing any outdated EU references (e.g. references to any EU Directives or the TFEU).</p> <p>b) Adding a clause saying that any EU provisions or bodies are to be read as the equivalent domestic UK provisions or domestic body.</p>
<p>Clause 1 (Definitions)</p>	<p>Supplier contracting with Crown as a whole</p>	<p>Adding in a statement that <i>‘where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole’</i> into the definition of ‘Buyer’. Adding in a definition of ‘Crown Body’.</p>
<p>Clause 1 (Definitions), and throughout the Conditions</p>	<p>Definition updates</p>	<p>a) Definitions updated / amended / deleted / added as required to make other listed changes work, e.g. adding definitions for ‘Rectification Plan’ and ‘Prescribed Person’.</p> <p>b) Putting definitions in alphabetical order.</p> <p>c) Removal of defined terms that are not used in the contract (e.g. ‘Staff’, ‘LED’, and ‘Information’).</p> <p>d) Adding defined terms used in Conditions but not previously defined (e.g. ‘Buyer Cause’ and ‘Conditions’).</p> <p>e) Amending terms that looked like previously defined terms in Conditions but weren’t previously defined and don’t need to be (e.g. changing ‘Environmental Policy’ to ‘environmental policy’).</p> <p>f) Changing terms to defined terms throughout the contract, e.g. “terms and conditions” to “Conditions”, “conflict of interest” to “Conflict of Interest”, and “good industry practice” to “Good Industry Practice”.</p> <p>g) Amending definitions for clarity (e.g. from ‘Term’ = <i>“means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause [] or terminated in accordance with the terms and conditions of the Contract”</i> to ‘Term’ = <i>“the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the terms and conditions of the Contract”</i>. See also ‘Insolvency Event’.</p> <p>h) Adding definitions to aid interpretation (e.g. ‘Law’,</p>

Short Form List of Changes

		<p>‘Subcontractor’, ‘Audit’).</p> <p>i) Moving the definition of ‘Compliance Officer’ from Clause 13.3 to the definitions section.</p> <p>j) Amending the definition of ‘Force Majeure Event’ to align with the Mid-Tier Contract and the MSC.</p>
Clause 3.3 (How the Contract works)	Use of tender	Adding in the words “ <i>if any</i> ” after reference to the tender, in the event there is no tender document.
Clause 4.1(a) (All Deliverables)	Standard of Deliverables	<p>a) Including a requirement for the Deliverables to be provided in accordance with the Contract & the tender documents (if applicable), not just the Specification.</p> <p>b) Removing the requirement for the Deliverables to be provided “<i>to a professional standard</i>”.</p>
Clause 4.2(f) (Goods clauses)	Delivery	Amending clause 4.2(f) to make it clearer that the delivery details should be as set out in the Order Form, and within working hours (unless otherwise specified in the Order Form).
Clause 4.2(m) (Goods clauses)	Supplier indemnity for damage or injury caused during Delivery	<p>Amending clause 4.2(m) so that:</p> <p>a) it’s clear that the Supplier indemnity for any damage or injury to the Buyer caused during Delivery or installation is in favour of “<i>the Buyer</i>”, and</p> <p>b) it covers acts / omissions caused by the “<i>Supplier / Supplier Staff / Subcontractors</i>”, rather than “<i>the Supplier and any of its [sub-suppliers]</i>”.</p>
Clause 4.3(b) (Services Clauses)	Security requirements	Adding in the words “ <i>where any such requirements have been provided</i> ” after the reference to the security requirements, in the event that no security requirements have been provided.
Clause 5 (Pricing and payments)	Expenses and payments	<p>a) Amending the wording in clause 5.1 so that it is shorter and clearer – stating that the Supplier must invoice the Buyer for charges, with no reference to timeframes.</p> <p>b) Amending the wording in clause 5.2(b) so it is clear the Charges include both costs and expenses.</p>

Short Form List of Changes

		c) Amending the wording in clause 5.3 so that charges can be paid to the Supplier's account stated on the invoice, and not only in the Order Form.
Clause 5.6 (Pricing and payments)	Buyer set-off across multiple contracts	Updating the set off clause to make it clearer that the Buyer can set off or retain payments owed to it by the Supplier against other contracts it has with the Supplier, not only the current Contract.
Clause 7.2 (Record keeping and reporting)	Records and GDPR	Amending clause 7.2 so it's clear that the Supplier needs to retain reports and accounts in accordance with the UK or EU GDPR, as required.
Clause 7 (Record keeping and reporting), Clause 1 (Definitions)	Audits	<p>a) Including a definition of Audit, adapted from the Mid-Tier definition (e.g. verifying charges, investigating breaches of the Contract, compliance with law, financial stability etc).</p> <p>b) Adding a new clause setting out that each party bears its own costs for an audit, except where there has been a default by the Supplier.</p>
New clause 7.8 (Record keeping and reporting), Clause 1 (Definitions)	Rectification Plans	Adding in a mini rectification plan clause - Where there is a material Default, the Buyer must be notified within 3 Working Days and can request a rectification plan which the supplier must remedy the default in accordance with, at its own cost. Adding in a definition of Rectification Plan.
Clause 8.1 (Supplier Staff), Clause 1 (Definitions)	Vetting of Staff	Clause 8.1 has been amended to refer to the defined term for Staff Vetting Procedures, and this definition has been amended so it refers to " <i>vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer's procedures or policies for the vetting of personnel as specified in the Order Form</i> ", rather than " <i>vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time</i> ". Amending the definition of Staff Vetting Procedures.
Clause 8.5 (Supplier Staff)	Indemnity for claims by Supplier Staff	Amending clause 8.5 to make it clear the indemnity in favour of the Buyer for all claims brought by any person employed " <i>or engaged</i> " by the Supplier caused by an act or omission of the Supplier or any Supplier Staff. Ensuring this covers people working for the Supplier but not classified as employees.

Clause 8.6 (Supplier Staff), Order Form	Key Staff	<p>a) Amending clause 8.6 to refer to Key Staff.</p> <p>b) Amending the reference from a Key Staff member being on “<i>maternity</i>” leave to “<i>parental</i>” leave.</p> <p>c) Adding in wording to allow Key Staff to be notified to the supplier in writing from time to time, following agreement by the supplier, along with the existing requirement for these to be nominated in the Order Form.</p>
New clause 8.7 (Supplier Staff)	Vetting of Staff	The detail on Staff Vetting (in particular, that relating to a disclosure and barring service check and Relevant Convictions) has been moved from the Order Form into the Conditions.
Clause 9.1(e)	IPR – Supplier warranty	Amending the Supplier warranty in relation to the Supplier having all necessary rights, authorisations, licences and consents, so that it specifically refers to IPRs that are needed to enable the Supplier to perform its obligations under the Contract and for the Buyer to receive the Deliverables.
Clause 9.2 and 9.4 (Rights and protection)	Representations & Warranties	<p>a) Amending Clause 9.2 so that the warranty in Clause 3.3 (that the Supplier’s tender and all statements made and documents submitted as part of the procurement are true / accurate) is also repeated each time the Supplier provides Deliverables under the Contract)</p> <p>b) Amending Clause 9.4 so that the Supplier only need immediately notify the Buyer in relation to any untrue or misleading representations / warranties where these are made “<i>in relation to the Contract</i>”.</p>
Clause 10.2 (Intellectual Property Rights)	IPR – New IPR	Amending clause 10.2 so that it is clearer that the Supplier has a licence to use any New IPR for the current contract, as well as to exploit or use that New IPR commercially. Removing the detail of the licence to align with the wording in the Mid-Tier Contract.
New clauses 10.7 and 10.8 (Intellectual Property Rights)	IPRs – when use of third party IPR without a licence is allowed	a) Adding wording providing that the use of third party IPR in delivering a contract (i.e. not third party IP used by the Supplier in its day-to-day operations, but that third party IP that is provided to the Buyer as part of the delivery of the Services) is only permitted if there is an appropriate licence for the Buyer (which the Buyer has 10 working days to reject, in its

		<p>absolute discretion), or the Buyer has pre-authorized such use without a licence with reference to the acts authorised and the specific IPR involved.</p> <p>b) Adding wording that award of the Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation.</p>
Clause 11.1 (Ending the Contract)	Term of the Contract	Amending the wording setting out the Term of the Contract, so it refers to the Start Date and Expiry Date.
Clause 11.4(a) (When the Buyer can end the Contract)	Buyer's ability to terminate for reasons	<p>a) Deleting the ground for termination relating to the TFEU.</p> <p>b) Adding an additional ground for termination of the Contract by the Buyer. Covers termination where the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality when providing the Deliverables.</p>
New clause 11.4(b) (When the Buyer can end the Contract)	Buyer's ability to terminate found elsewhere in the contract	Adding wording listing the Buyer's rights to terminate that are elsewhere in the Contract.
Clause 11.4(c) (When the Buyer can end the Contract)	Buyer's ability to terminate under Regs	Amending the wording so that it only applies to Reg 73(1)(a) or (b) in the Regulations.
Clause 11.5 (What happens if the Contract ends (Buyer termination))	What happens when Buyer terminates	<p>a) Adding wording clarifying that where the Buyer terminates because of a Supplier breach under clauses 7.7(b) (failing to comply with financial stability plan/plan request) and 29.4(b) (fraud, bribery, corruption), or under Paragraph 8 of Part B – Joint Controller Agreement of Annex 1 – Processing Personal Data (if used), the same termination clauses apply as when the Buyer terminates for the list of reasons in clause 11.4(a) (When the Buyer can end the Contract).</p> <p>b) Adding a provision that, where the Buyer terminates the Contract for cause, the Supplier must repay Charges that it has been paid in advance for Deliverables that it has not provided.</p> <p>c) Correcting the list of clauses that survive termination of the contract: (4.2(j) (notification of product recall and indemnity in favour of the Buyer for any associated costs), 7 (record keeping & rectification), 8.5 (indemnity in favour</p>

		of Buyer for claims brought by people employed/engaged by the Supplier), 10 (IPRs), 12 (How much you can be held responsible for), 13 (Obeying the law), 14 (Data Protection), 15 (What you must keep confidential), 16 (When you can share information), 18 (previously 17) (Invalid Parts of the Contract), 19 (previously 18) (No Other terms apply), 37 (Resolving Disputes) (previously 33) and 38 (Which law applies) (previously 34)).
Clause 11.6(b) (When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination))	Supplier termination and what happens in other termination scenarios	<p>a) Adding wording clarifying that where the Supplier terminates because the contract is novated to a private sector body that is experiencing an Insolvency Event, the same termination clauses apply as when a Supplier terminates for unpaid invoices.</p> <p>b) Adding wording clarifying that where the Buyer terminates for convenience the same terms apply as when the Supplier terminates for cause.</p> <p>c) Clause 11.6(b)(iii) is amended so that clauses 11.5(a)(ii)-(viii) apply when the Supplier terminates the contract, rather than previous clauses 11.5(d)-11.5(h). This means that the clauses saying that - <i>the Buyer's payment obligations under the terminated Contract stop immediately – and accumulated rights of the Parties are not affected</i> now apply when the Supplier terminates the contract, along with the new clause stating that <i>the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.</i></p> <p>d) Adding wording listing the Supplier's rights to terminate that are elsewhere in the Contract.</p>
Clause 12.2	No liability	Adding the words " <i>and/or</i> " between clause 12.2(a) and (b).
Clause 12.4 (How much you can be held responsible for)	Capping indemnities	<p>Clause 12.4 has been amended so that the indemnities at:</p> <ul style="list-style-type: none"> • Clause 4.2(j): "<i>The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request;</i>" • Clause 4.2(m): "<i>The Buyer will not be liable for</i>

		<p><i>any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff;”</i></p> <ul style="list-style-type: none"> • Clause 9.3(a): “<i>The Supplier indemnifies the Buyer against...wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract;</i>” and • Clause 13.2: “<i>The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract</i>” <p>will be subject to the general cap on liability in Clause 12.1.</p> <p>Supplier indemnity is unlimited under clause 12.4 in relation to clause 8.5 (claims by employees), 9.3(b) (non-payment by the Supplier of any tax or National Insurance), 10.5 (third party IPR claims), and 33.2(b) (Income Tax, National Insurance and social security contributions etc).</p>
New clause 12.5 (How much you can be held responsible for) , Clause 1 (Definitions)	Supplier GDPR / data protection liability cap	Adding in a new clause stating that “ <i>Notwithstanding clause 12.1 but subject to clauses 12.2 and 12.3, the Supplier’s total aggregate liability in each Contract Year under clause 14.9(e) [(Supplier breaches of data protection clauses or legislation) shall not exceed the Data Protection Liability Cap.</i> ”
Clause 13.1 (Obeying the Law)	Obeying the law and other sustainability requirements, including Modern Slavery, and Official Secrets Act	<p>a) Amending clause 13.1 so that the Supplier “shall” comply with the requirements in this clause (Supplier Code of Conduct, Modern Slavery, Official Secrets Act, Public Sector Equality Duty, and Government Buying Standards) rather than just using “reasonable endeavours” to do so.</p> <p>b) Amending clause 13.1(a) to refer to the supplier Code of Conduct as updated from time to time, and amending the wording so that the Supplier shall comply with the sustainability requirements as set out in the Order Form, rather than any</p>

		<p>corporate social responsibility requirements as notified from time to time.</p> <p>c) Adding in a clause requiring the Supplier to comply with the Official Secrets Acts and Finance Act.</p> <p>d) Amending the requirement for the Supplier not to use, nor allow its Subcontractors to use modern slavery, child labour or inhumane treatment, to refer to the model clauses contained in Example 1 of Annex C of the <i>Tackling Modern Slavery in Government Supply Chains</i> Guidance accompanying PPN 05/19 (or any later versions of this), requiring Suppliers to comply with the Modern Slavery Act and to manage any modern slavery issues.</p>
<p>Clause 14 (Data Protection), Clause 1 (Definitions), Annex 1 (Authorised Processing Template)</p>	<p>Data protection and Government Data</p>	<p>a) Deleting previous clause 14.1 and 14.2.</p> <p>b) Adding the wording in (now) clause 14.3 “where any such requirements have been provided” to the the requirement that any Supplier system needs to comply with ‘<i>the security requirements provided by the Buyer</i>’ - in case this is not applicable.</p> <p>c) Removing the reference to Government Data being ‘<i>provided under the Contract</i>’ in (now) clause 14.4, as this isn’t referred to the same way in the other subclauses within clause 14. Also requiring the Supplier to ‘<i>immediately</i>’ notify the Buyer if any Government Data is corrupted, lost or sufficiently degraded, rather than just ‘<i>notify</i>’.</p> <p>d) Moving previous clause 14.26 up to clause (now) 14.7. Amending the Supplier indemnity in favour of the Buyer for any Losses incurred if the Supplier breaches the data protection clauses <i>or</i> any Data Protection Legislation – replacing the word ‘<i>and</i>’ with ‘<i>or</i>’ so it’s clear either a breach of the data protection clauses or the legislation can give rise to the indemnity.</p> <p>e) Adding in new clauses setting out that each party can be a Processor or Controller or Joint or Independent Controllers, and that they need to use Annex A to specify which scenario(s) apply. Setting out which clauses apply when one party is a Processor and one is a Controller and renumbering these.</p> <p>f) Deleting previous clause 14.9.</p>

		<p>g) In the clauses which apply when one party is a Processor and one is a Controller:</p> <ul style="list-style-type: none"> a. Amending references from the ‘<i>Supplier</i>’ to the ‘<i>Processor</i>’, and the ‘<i>Buyer</i>’ to the ‘<i>Controller</i>’, and the ‘<i>Supplier Staff</i>’ to ‘<i>Processor Personnel</i>’ and the UK or EU GDPR, rather than the GDPR, where relevant. b. Updating the data protection provisions to align with the end of the Transition Period – including amending the outdated reference to the Supplier not transferring Personal Data outside the EU without particular protections, to refer to not transferring Personal Data outside the UK without particular protections, in line with the UK GDPR. Referring to the new International Data Transfer Agreement. c. Adding in reference to the EU GDPR and providing clauses which apply when it applies to any Personal Data processed under the contract, including the Supplier not transferring Personal Data outside the EU without particular protections. Referring to EU Standard Contractual Clauses. d. Amending the requirement for the Processor to provide assistance as requested by the Controller with respect to requests / consultations, so this applies to any other EU-based regulatory as well as the ICO. e. The requirement to appoint a DPO has been amended to reflect that this will be done where required by legislation. f. Amending the ability for the Buyer to replace the data protection clauses with any applicable clauses or similar terms forming a part of an applicable certification scheme, by removing the reference to Article 42 GDPR and to ensuring the terms comply with guidance issued by the ICO/another regulator, and by adding wording that any replacement clauses will be incorporated by reference. g. Amending the requirement for the Parties to take account of any non-mandatory guidance issued, so this applies to any other EU-based regulatory as well as the ICO. <p>h) Adding clauses covering the situation where the</p>
--	--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<p>Parties are Joint Controllers – in which case they will implement the clauses at Part B of Annex 1.</p> <p>i) Adding clauses covering the situation where the Parties are Independent Controllers – in which case the terms of Part C of Annex 1 will apply.</p>
Clause 15.2 (What you must keep confidential)	Disclosure of Confidential Information	<p>a) Adding wording clarifying that disclosure of Confidential Information is allowed where required by a regulatory body as well as a court or applicable law.</p> <p>b) Adding wording providing that any disclosure to a Party's auditors is on a confidential basis and that a Party can disclose on a confidential basis for the purpose of regulatory requirements.</p> <p>c) Replacing wording requiring Supplier Staff to enter into NDAs with the Buyer on request, with the Supplier being responsible for staff compliance with confidentiality.</p>
Clause 15.6 (What you must keep confidential), (Definitions)	Transparency	Amending clause 15.6 to state that ' <i>Transparency Information</i> ' is not confidential information.
Clauses 16.2-16.3 (When you can share information), Clause 1 (Definitions)	FOIA Requests, sharing information, Transparency	<p>a) Amendments to wording to provide that the Supplier needs to provide the Buyer co-operation and information for publishing and complying with FOIA and IER requests within a reasonable timetable and in any event within 5 Working Days of a request from the Buyer.</p> <p>b) Amendments to wording to provide that the Supplier needs to provide the Buyer co-operation and information to allow the Buyer to comply with any of its obligations in relation to publishing Transparency Information for contracts with a value over the relevant threshold in Part 2 of the Regulations, within 5 Working Days of a request from the Buyer.</p> <p>c) Amendments to wording to provide that the Buyer will (where allowed and practical) notify Suppliers of any FOIA request, and to amend the part that says the Buyer's decision whether to publish information "<i>does not need to be reasonable</i>" to the Buyer having "<i>absolute discretion</i>".</p> <p>d) A definition of 'Transparency Information' has</p>

		been included in para 1.
New clause 17 (Insurance)	Insurances	Adding a clause requiring the Supplier to have adequate insurance cover for the Contract.
New clause in Clause 21 (previously clause 20) (Circumstances beyond your control), Clause 1 (Definitions)	Force Majeure - meaning	Adding a provision providing that Supplier failure or delay to perform obligations due to its agent's, Subcontractor's or supplier's failure / delay is only a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event. Aligning the definition with the definition in the Mid-Tier Contract.
Clause 24 (previously clause 23) (Transferring responsibilities)	Transferring responsibilities – Supplier	Additional wording provided restricting the Supplier's ability to assign/novate/dispose of all/part of the Contract without written Buyer consent.
New Clause 25 (Supply Chain)	Subcontractors / Supply chain rights and protections	<p>a) Adding a provision stating that the Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent and that the Supplier will be required to provide all names of Subcontractors to the Buyer, who may reasonably reject them within 10 Working Days (for the reasons that (i) the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests; (ii) the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or (iii) the proposed Subcontractor employs unfit persons). If the Buyer does not reject them within this timeframe, they are deemed accepted.</p> <p>b) Adding a provision requiring Suppliers to exercise due skill and care when appointing Subcontractors.</p> <p>c) Adding a provision requiring Suppliers to make sure that any Sub-Contracts in the Supplier's supply chain entered into <i>after</i> the Start Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of the Contract contain provisions that (i) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment</p>

		<p>Law; (ii) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and (iii) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.</p> <p>d) Adding a provision requiring Suppliers to <i>take all reasonable endeavours</i> to make sure that any Sub-Contracts in the Supplier's supply chain entered into <i>before</i> the Start Date wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of the Contract contain provisions that (i) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; (ii) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and (iii) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.</p> <p>e) Adding a provision allowing the Buyer to the right to require termination of Subcontracts where (i) there is an unapproved change of control of the Subcontractor, (ii) the Subcontractor materially contributes to a right of termination, (iii) the Subcontractor embarrasses or brings into disrepute or diminishes the public trust in the Buyer, (iv) the Subcontractor fails to comply with social, equality, environmental and employment laws, or (v) the Buyer finds grounds to exclude the Subcontractor under Reg 57 of the Regulations.</p> <p>f) Adding a provision providing that Suppliers will be responsible for all acts and omissions of Subcontractors.</p>
Clause 27 (previously clause 25) (How to communicate about the contract)	Notices via email	Adding wording that notice via email is effective at 9am on the first Working Day after sending unless an error message is received (instead of " <i>when sent</i> "), and notice can be sent by email as well as a physical address.
New clause 28 (Dealing with claims)	Conducting indemnity claims	a) Adding a clause setting out briefly how the indemnities in favour of the Buyer are to function, e.g. the Supplier is able to defend the claim, but must protect Buyer's reputation.

<p>Clause 29 (previously clause 26) (Preventing fraud, bribery and corruption)</p>	<p>Buyer rights when fraud/bribery occurs</p>	<p>a) Adding wording to provide that, once a Supplier has informed the Buyer of any suspected or actual fraud/bribery, the Supplier must respond promptly to the Buyer's further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.</p> <p>b) Amending clause 29.4 to remove the rights set out in this clause to recover losses and related expenditure if the Contract is terminated for fraud/bribery. Replacing this with the provisions allowing the Buyer to remove any Supplier Staff from providing Deliverables where they have been involved in fraud/bribery, as well as the right to terminate the Contract in the event of fraud/bribery, in line with the Mid-Tier terms.</p>
<p>Clause 20.1 (previously clause 27.1) (Equality, diversity and human rights)</p>	<p>Compliance with employment law</p>	<p>Adding a requirement for the Supplier to perform its obligations meeting the requirements of all applicable employment Law.</p>
<p>Clause 32 (previously clause 29 – Environment) (Environment and sustainability)</p>	<p>Environmental and sustainability requirements</p>	<p>a) Amending this clause so that the obligations apply when the Supplier is performing its contractual obligations, not just when working on site.</p> <p>b) Adding in a requirement for the Supplier to comply with all applicable environmental Laws.</p>
<p>Clause 34 (previously clause 31) (Conflicts of Interest)</p>	<p>Conflicts of Interest ('COI')</p>	<p>a) Amending clause requiring suppliers not to be in a COI situation by removing some of the definition of COI included in the clause, and using the defined term instead. Making it clear this applies to actual, potential, and perceived COIs.</p> <p>b) Amending clause requiring suppliers to notify the Buyer if they are in a COI situation by making it clear this applies to actual, potential, and perceived COIs.</p> <p>c) Amending clause allowing the Buyer to have the right to terminate in the event of an actual/potential COI, by requiring them to consider whether there are any appropriate measures that can be put in place to remedy. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential COI, the Buyer is still able to terminate. Adding in wording providing that where</p>

		termination occurs for a COI, clauses 11.5(a)(ii) to (vii) apply.
Clause 35 (previously clause 32) (Reporting a breach of the contract), Clause 1 (Definitions)	Whistleblowing	<p>a) Amending clause 32.2 to make it clear the Supplier must not retaliate against any staff who in good faith report breaches of Law or the Contract to the Buyer “<i>or a Prescribed Person.</i>”</p> <p>b) Inserting a definition of Prescribed Person – “<i>a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies;</i>”</p>
New clause 36	Further assurances	Adding a ‘further assurances’ boilerplate clause. This requires both Parties to take any actions required to give effect to the Contract.
Clause 37 (previously clause 33) (Resolving Disputes) and	Disputes – commercial negotiation	Adding wording clarifying that the initial good faith meeting between senior representatives to resolve a dispute is aiming to resolve that dispute via commercial negotiation.
Clause 38 (previously clause 34) (Which law applies)	Law and disputes	Adding wording stating that any “ <i>disputes</i> ” (as well as issues) arising out of the contract will be governed by English Law.