



## LIST OF CHANGES

Short Form Contract v1.4 from previous version (Short Form Contract v1.3)

### Key thematic updates:

- Creating a more user-friendly contract;
- Ensuring that the IPR clauses work as intended;
- Ensuring that indemnities are capped/unlimited in line with cross-government policy;
- Adding an unlimited indemnity from the Buyer to Supplier in relation to employees' / agents' claims;
- Amending the Buyer termination rights so the Buyer may only terminate the contract for repeated defaults or material defaults of particular key clauses (e.g. data protection; confidentiality; and IPR clauses);
- Updating as required by PPNs, particularly in respect of GDPR; and
- Updating security requirements.

Note: The list is divided into 'themes' for ease of use. Corrections of typos, very minor amendments, and renumbered cross-references may not be listed.

Every effort has been made to create a fulsome list of the changes at an overview level. For a full picture of the changes, and to see all relevant clause references, please see the Short Form Contract Compare Document, comparing this version 1.4 against the previous version 1.3.

Clause numbers refer to the clauses as numbered in v1.4, unless otherwise stated.

### List of changes by contract reference:

Contract Reference	Area	Change
<b>Shorter &amp; easier to use contract</b>		
<b>Throughout the contract</b>	<b>Reordering of Contract &amp; insertion of index</b>	<p>Reordering the contract so that the annexes follow on from the core terms, rather than before the core terms. The amended order is: cover letter, order form, core terms, annexes.</p> <p>Adding an index at the start of the contract and tidying and fixing the numbering for ease of use.</p>

<b>Contract Reference</b>	<b>Area</b>	<b>Change</b>
<b>'Supply Chain' Core Terms</b>	<b>What is required to be included in sub-contracts</b>	'Running together' the clauses on what provisions are required to be included/the Supplier must take reasonable endeavours to try to include in sub-contracts entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of the Contract - depending on whether the contract was entered into before or after the start date. No changes to the content of these clauses.
<b>Throughout the contract</b>	<b>Central Government Body &amp; Crown Body definitions - amalgamation</b>	Deleting the definition of 'Central Government Body' and replacing the references to this throughout the contract.
<b>'Definitions' &amp; 'Obeying the law' Core Terms</b>	<b>Compliance Officer definition removal</b>	Deleting the definition of 'Compliance Officer' in the Definitions clauses since this is effectively defined in the 'Obeying the law' clauses.
<b>'Definitions' Core Terms</b>	<b>EU definition removal</b>	Deleting the definition of 'EU' in the Definitions clauses since this is a well understood term.
<b>'Definitions' Core Terms; &amp; throughout the Contract</b>	<b>Information definition removal</b>	Deleting the definition of 'Information' in the Definitions clauses since this is not needed, given the defined term "Request For Information", and use the non-defined version of this word throughout the contract.
<b>'Goods clauses' &amp; 'Rights and protection' Core Terms</b>	<b>Manufacturers' warranties - amalgamation</b>	Deleting (previous) clause 4.2(b) (assignment of manufacturer warranties), and combining this with clause 9.5 of the 'Right and protection' clauses by adding the words "for free" to the end of "All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier."
<b>'Supplier Staff' Core Terms</b>	<b>Replacing Supplier Staff re: fraud and bribery - amalgamation</b>	Deleting (previous) clause 8.3 (replacing Supplier Staff regarding fraud and bribery breaches), as this is already captured in clause 28.4.1 of the 'Preventing fraud, bribery and corruption' clauses of the Core Terms.
<b>'When you can share information' Core Terms</b>	<b>Requests for Information - tidying</b>	In clause 16.2 (Supplier to assist Buyer with requests for information including FOIA), removing the references to the FOIA requests and EIR requests, since these are included in the definition of "Request for Information", and instead just referring to "Request for

<b>Contract Reference</b>	<b>Area</b>	<b>Change</b>
		Information.”
<b>‘Understanding the Contract’ Core Terms</b>	<b>Removal of unnecessary explanatory clauses</b>	Deleting (previous) clauses 2.3 (headings in contract), 2.5 (singular and plural), and 2.8(b) (EU institutions) in the ‘Understanding the Contract’.
<b>Order Form</b>	<b>Misc. tidying of Order Form</b>	Making minor adjustments to the layout/wording in the Order Form - e.g. adding that the invoices need to contain “any other relevant details” as well as the PO Number, and slightly reorganising the ‘Services’ section.
<b>‘The Contract’ Order Form</b>	<b>Removing reference about conflicts</b>	Removing the sentence stating that “In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail” as this is dealt with in the ‘Incorporated Terms’ section below.
<b>‘Definitions’ Core Terms</b>	<b>Date of Delivery definition removal</b>	Deleting the definition of ‘Date of Delivery’ in the Definitions clauses since this is not used elsewhere in the Core Terms.
<b>‘Definitions’ Core Terms</b>	<b>Month definition removal</b>	Deleting the definition of ‘Month’ in the Definitions clauses since this is only used in the Order Form.
<b>‘Goods clauses’ Core Terms</b>	<b>Delivery</b>	Deleting the words “(including all off-loading and stocking)” in reference to Delivery, as this is already captured in the definition in the Definition clauses.
<b>‘What you must keep confidential’ Core Terms</b>	<b>Disclosures required by applicable law</b>	In clause 15.2.1 (disclosures required by law), deleting the references to “a regulatory body or a court with the relevant jurisdiction” as this would be included within the definition of Law anyway.
<b>‘Environment and Sustainability’ Core Terms</b>	<b>Environmental policy - tidying</b>	‘Running together’ the clauses requiring the Supplier to comply with the Buyer environmental policy, which the Buyer is to provide, and for the Supplier to make its staff aware of such policy. No changes to the content of these clauses.
<b>‘Resolving Disputes’ Core Terms</b>	<b>E&amp;W Courts’ jurisdiction</b>	Deleting the last part of the clause stating that the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction - deleting the references to “determining the dispute, granting interim remedies and other provisional or protective relief.

Contract Reference	Area	Change
IPR working as intended & consistent		
<p><b>'Buyer' &amp; signature block - Order Form</b>  <b>'Definitions' &amp; 'Intellectual Property Rights' Core Terms, Optional IPR Clauses Annex (5) &amp; Guidance document</b></p>	IPR	<p>Making it clearer that the Buyer is a Crown Body, and the Supplier is contracting with the Crown as a whole, and adding guidance about how this interacts with IPR drafting options.</p> <p>Within Option 1 (default, in clause 10 of the Core Terms) (Buyer owns New IPR (foreground IPR), Supplier has licence to this to deliver the contract &amp; for commercial exploitation):</p> <ul style="list-style-type: none"> <li>a) Amending the licence the Buyer gets to the Supplier's background / existing IPR so that this is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to receive and use the Deliverables; and use the New IPR;</li> <li>b) Adding a clause stating that the termination or expiry of the Contract does not terminate any licence granted under clause 10;</li> <li>c) Amending the licence the Supplier gets to the Buyer's background / existing IPR and New IPR so that this is a <i>royalty-free, non-exclusive, non-transferable</i> licence to use, <i>copy, and adapt</i> any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and <i>commercially exploiting</i> the New IPR developed under the Contract;</li> <li>d) Adding to this clause to state that these Buyer-granted licences are sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as</li> </ul>

Contract Reference	Area	Change
		<p>set out in clause 15 of the Core Terms;</p> <p>e) Adding a clause stating that unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term;</p> <p>f) Amending the clause relating to IPR Claims, so that it is the Supplier's option to decide which remedial action to take, and adding a sub-clause stating that if the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause 11.5.1 shall apply; and</p> <p>g) Amending the clause relating to the Supplier using any background Third Party IPR, so that the Supplier must not use this without Buyer approval, and either (a) (so that either: (a) the owner of the third party IPR grants a licence to the Buyer equivalent to the licence the Buyer gets from the Supplier for Supplier background IPR (see above for the terms of this licence); or - if the Supplier cannot, after commercially reasonable endeavours get that licence - (b) the Supplier tells the Buyer what alternative licence terms are available from the third party/other third parties and the Buyer accepts this and gets a direct licence from that third party; or (c) the Buyer gives authorisation to use third party IPR without a licence.</p> <p>Within Option 2 (Part A of Annex 5) (Buyer owns New IPR (foreground IPR), Supplier has licence to this to deliver the contract only):</p> <p>a) Amending the licence the Buyer gets to the Supplier's background / existing IPR so that this is a non-exclusive, perpetual, royalty-free, irrevocable,</p>

Contract Reference	Area	Change
		<p>transferable, <i>sub-licensable</i> worldwide licence to use, <i>copy and adapt</i> the Supplier's Existing IPR to enable the Buyer and its sub-licensees to receive and use the Deliverables; and use the New IPR;</p> <p>b) Adding a clause stating that the termination or expiry of the Contract does not terminate any licence granted under clause 10.1;</p> <p>c) Amending the licence the Supplier gets to the Buyer's background / existing IPR and New IPR so that this is a <i>royalty-free, non-exclusive, non-transferable</i> licence to use, <i>copy, and adapt</i> any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term;</p> <p>d) Adding to this clause to state that these Buyer-granted licences are sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 of the Core Terms;</p> <p>e) Adding a clause stating that unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term;</p> <p>f) Amending the clause relating to IPR Claims, so that it is the Supplier's option to decide which remedial action to take, and adding a sub-clause stating that if the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause</p>

Contract Reference	Area	Change
		<p>11.5.1 shall apply;</p> <p>g) Amending the clause relating to the Supplier using any background Third Party IPR, so that the Supplier must not use this without Buyer approval, and either (a) (so that either: (a) the owner of the third party IPR grants a licence to the Buyer equivalent to the licence the Buyer gets from the Supplier for Supplier background IPR (see above for the terms of this licence); or - if the Supplier cannot, after commercially reasonable endeavours get that licence - (b) the Supplier tells the Buyer what alternative licence terms are available from the third party/other third parties and the Buyer accepts this and gets a direct licence from that third party; or (c) the Buyer gives authorisation to use third party IPR without a licence; and</p> <p>h) Amending the terms on the Buyer publishing New IPR as Open Licence by adding wording stating that the Supplier agrees that the publication of the New IPR Items under Open Licence will not infringe the rights of any Third Party and will not harm any Third Party or the Buyer, as well as wording stating that where any Supplier Existing IPR is included in the Open Licence Publication Material, this will become Open Licence material.</p> <p>Within Option 3 (Part B of Annex 5) (Supplier owns New IPR (foreground IPR), Buyer has licence to this for the current Contract and broader public sector functions):</p> <p>a) Amending the licence the Buyer gets to the Supplier's background / existing IPR and the New IPR so that this is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, <i>sub-licensable</i> worldwide licence to use, <i>copy and adapt</i> the Supplier's Existing IPR to enable the Buyer and its sub-licensees to receive and use the Deliverables <i>and the New IPR</i> for any purpose relating to the exercise of the Buyer's (or, if the</p>

Contract Reference	Area	Change
		<p>Buyer is a Public Sector Body, any other Public Sector Body's) business or function;</p> <p>b) Adding a clause stating that the termination or expiry of the Contract does not terminate any licence granted under clause 10;</p> <p>c) Amending the licence the Supplier gets to the Buyer's background / existing IPR so that this is a <i>royalty-free, non-exclusive, non-transferable</i> licence to use, <i>copy, and adapt</i> any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and <i>commercially exploiting the New IPR developed under the Contract</i>;</p> <p>d) Adding to this clause to state that these Buyer-granted licences are sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 of the Core Terms;</p> <p>e) Adding a clause stating that unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term;</p> <p>f) Amending the clause relating to IPR Claims, so that it is the Supplier's option to decide which remedial action to take, and adding a sub-clause stating that if the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause 11.5.1 shall apply; and</p>

Contract Reference	Area	Change
		<p>g) Amending the clause relating to the Supplier using any background Third Party IPR, so that the Supplier must not use this without Buyer approval, and either (a) (so that either: (a) the owner of the third party IPR grants a licence to the Buyer equivalent to the licence the Buyer gets from the Supplier for Supplier background IPR (see above for the terms of this licence); or - if the Supplier cannot, after commercially reasonable endeavours get that licence - (b) the Supplier tells the Buyer what alternative licence terms are available from the third party/other third parties and the Buyer accepts this and gets a direct licence from that third party; or (c) the Buyer gives authorisation to use third party IPR without a licence.</p> <p>[Note: these options are differently numbered to the options in the MSC and Mid-Tier. Option 1 here is equivalent to Option 2 there; Option 2 here is equivalent to Option 1 there; and Option 3 here is equivalent to Option 4 there. There are no equivalents in the Short Form to Options 4 and 5 of the MSC and Mid-Tier].</p>
<b>Alignment of indemnities</b>		
<b>'Obeying the law' Core Terms</b>	<b>Indemnity from Supplier to Buyer in relation to breaches of applicable law</b>	Amending the capped indemnity from the Supplier to the Buyer for "any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract," to "any costs resulting from any Supplier breach of applicable Law to do with the Contract."
<b>'Supplier Staff' &amp; 'How much you can be held responsible for' Core Terms</b>	<b>Indemnity from <u>Buyer</u> to Supplier in relation to employees' / agents' claims</b>	Including an unlimited indemnity from the Buyer to the Supplier for "all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors."
<b>'Definitions' &amp; 'Dealing with claims' Core Terms</b>	<b>Conduct of claims - who is beneficiary</b>	Amending the section dealing with how claims are to be conducted by making the obligations agnostic, so referring to the "Beneficiary" rather than the "Buyer", and the "Indemnifier" rather

Contract Reference	Area	Change
		than the “Supplier”, since there is now an indemnity from the Buyer to the Supplier for employees’ / agents’ claims. The definitions of “Beneficiary” and “Indemnifier” have been added to the Definitions section.
<b>Alignment of Buyer termination provisions</b>		
<b>‘When the Buyer can end the contract’ Core Terms</b>	<b>Buyer termination right - material defaults of key clauses</b>	Amending the following Buyer termination rights so that a <u>material</u> default of these clauses, rather than just a default is required: <ul style="list-style-type: none"> <li>a) Confidentiality</li> <li>b) Personal Data</li> <li>c) The IPR schedule/IPR clauses.</li> </ul>
<b>‘When the Buyer can end the contract’ Core Terms</b>	<b>Buyer termination right - persistent breaches and material breaches</b>	Removing the Buyer termination right for repeated breaches that are inconsistent with the Supplier having the intention to give effect to the Contract, and stating instead that the Buyer may terminate for a material breach. <p>For the purposes of that termination right, a material default is either a single material default or repeated defaults. The termination right will be for material breaches that are incapable of remedy. Those that are capable of remedy will be dealt with via the rectification plan process and the termination right which deals with a breach capable of remedy but which is not remedied within 30 days will be amended accordingly.</p>
<b>Sourcing Playbook &amp; associated Guidance Notes updates</b>		
<b>‘Obeying the Law’ Core Terms</b>	<b>Supplier Code of Conduct update</b>	Updating the references to the <a href="#">Supplier Code of Conduct</a> to refer to the most recent version of the Code (v3). <p>Updating the ‘Obeying the law’ Core Terms to state that Suppliers and Buyers are expected to comply with this Code.</p>
<b>‘Charges’ Order Form; Guidance</b>	<b>Indexation</b>	Adding some guidance to the section of the Order Form where charges are to be listed

Contract Reference	Area	Change
documents		stating that Buyers should consider whether indexation may be appropriate.
<b>DDAT Playbook &amp; associated Guidance Notes updates</b>		
<b>Guidance</b>	<b>Guidance - refer to IPR Guidance Note</b>	In line with the publication of the <a href="#">IPR Guidance Note</a> with the DDAT Playbook refresh, reflecting this guidance in IPR guidance in the contract and the guidance document and referring out to it.
<b>PPNs</b>		
<b>'Data protection' Core Terms &amp; Processing Personal Data Annex (1)</b>	<b>Data Protection Legislation PPN</b>	<p>In line with <a href="#">PPN 03/22 – Updated Guidance on Data Protection Legislation</a>, amending the data protection clauses in the contract in line with the model clauses in Annex A of that PPN.</p> <p>However, in light of Supplier and Buyer feedback, retaining the wording covering either party as Controller or Processor, the parties as Joint Controllers, and the parties as Independent Controllers, in case one of these scenarios applies, although it is rarer than Buyer as Controller and Supplier as Processor.</p> <p>Adding guidance that the Buyer will be the Controller, and the Supplier the Processor in the vast majority of cases, and Buyers must speak to their DPO if they believe another data processing scenario applies.</p> <p>Retaining the drafting covering transfers outside of the EEA, and responding to other regulatory authorities where the EU GDPR applies (see below).</p> <p>Updating the Annex to be completed by the Controller in line with Annex A - Part 2 (Schedule of Processing, Personal Data and Data Subjects) to PPN 03/22. This includes adding a section for 'subject matter of the processing' and more details about transfers.</p>
<b>'Obeying the Law' Core Terms &amp; 'Special Terms' Order Form</b>	<b>Modern Slavery PPN</b>	In line with the revised Modern Slavery Procurement Guidance published with <a href="#">PPN 02/23: Tackling Modern Slavery in Government</a>

Contract Reference	Area	Change
		<a href="#">Supply Chains</a> updating the reference out to the Modern Slavery PPN.
<b>Data Protection* protection of Government Data, and Security</b>  *other than GDPR PPN, above.		
<b>Throughout the contract</b>	<b>Exempting some Supplier Data from the definition of Government Data for certain provisions</b>	Carving out “any data which is owned or licenced by the Supplier and is in the joint or independent control of the Parties” from certain data protection provisions which use the definition of ‘Government Data’:  a) the need to destroy storage media holding the Government Data. b) securely erasing Government Data held by the Supplier when requested to do so by the Buyer
<b>‘Data Protection’ Core Terms and Annex 1 - Processing Personal Data &amp; Guidance</b>	<b>Transfers of data overseas</b>	Combining the clauses on transfers of data outside the UK under UK GDPR and transfers of data outside the EEA under EU GDPR, so that this is now contained in one clause (applicable for either party as Controller or Processor, the parties as Joint Controllers, and the parties as Independent Controllers).  Aligning these clauses on transfers out of the EEA and UK, across all 3 contracts, and all 3 processing scenarios (either party as Controller or Processor, the parties as Joint Controllers, and the parties as Independent Controllers) - e.g. including references in each to s 119A(1) of the DPA 2018.  Adding guidance around the use of Transfer Risk Assessments for transfers overseas.
<b>“Subprocessor” ‘Definitions’ Core Terms</b>	<b>Definition of ‘Subprocessor’</b>	Amending the definition of “Subprocessor” so it refers to the “Processor” rather than the “Supplier.”
<b>Part B, Annex 1 - Processing Personal Data &amp; Guidance</b>	<b>Joint Controllers – cooperation and costs between parties</b>	In the clause that says that when the parties are joint controllers, they must provide the other Party with full cooperation and assistance in relation to particular requests, complaints or

Contract Reference	Area	Change
		<p>to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation, also cross-referring to the clauses that say one party will be responsible regarding Data Subject management.</p> <p>In the clause that says that when the parties are joint controllers, they must use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach, amending the reference to this being at the Party's own cost, so it the cost is met by the Party at fault.</p>
<b>'Data Protection' Core Terms</b>	<b>Protection of Government Data</b>	<p>Amending the title of the clause "Data protection" by adding "and security" in the Core Terms.</p> <p>Amending the requirement in the Core Terms that the Supplier make accessible back-ups of all Government Data from "every 6 Months" to "upon reasonable request".</p> <p>In the Core Terms, amending the requirement that Supplier systems holding "any Government Data, including back-up data, is a secure system that with the security requirements specified in writing by the Buyer (where any such requirements have been provided)" to "any Supplier, Subcontractor or Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified in the Award Form or otherwise in writing by the Buyer (where any such requirements have been provided)."</p> <p>Amending the requirement in the Core Terms that Government Data is to be provided in an agreed "open" format upon Buyer request - replacing this with the requirement that it must be an "agreed format (provided it is secure and readable)".</p> <p>Amending the requirement in the Core Terms around Supplier erasure of Government Data on Buyer request, so that Suppliers must certify</p>

Contract Reference	Area	Change
		to the Buyer when this is completed. Stating that where Suppliers are required by Law to retain this data and therefore are not required to delete it, they may only rely on this to the extent required by Law.
<b>'Data Protection' Core Terms &amp; 'Policies and Procedures' Order Form</b>	<b>Security - Other</b>	<p>In the Order Form, amending the 'Policies and Procedures' section by adding guidance that any requirements are proportionate and relevant, and in the subsection for the Buyer's security / data security requirements - adding guidance dealing with when Cyber Essentials should be required (and which levels) by reference to the Cyber Essentials PPN, and the 14 Cloud Security Principles available at: <a href="https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles">https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles</a>.</p> <p>In the Order Form in the 'Buyer's security / data security requirements' subsection of the 'Policies and Procedures' section, adding guidance dealing with when Cyber Essentials should be required (and which levels) by reference to the Cyber Essentials PPN.</p>
<b>Miscellaneous</b>		
<b>'When the Supplier can end the contract' Core Terms</b>	<b>Clauses surviving termination (and expiry)</b>	Creating a new clause 11.5.2 by moving the (previous) clause 11.5.1(h) (clauses which survive termination) out of clause 11.5.1 and rewording this so it states that these clauses also survive expiry as well as termination.
<b>'When the Supplier can end the contract' Core Terms &amp; throughout the contract &amp; Guidance document</b>	<b>Consequences of termination / Buyer's right to terminate contained elsewhere in the Contract</b>	<p>Amending clause 11.3 (Buyer termination for convenience) to reference clause 11.6.2 (which contains clauses dealing with payment of charges and Supplier's committed unrecoverable costs, as well as which aspects of clause 11.5.1 apply), instead of just referring to which aspects of clause 11.5.1 apply.</p> <p>Removing (previous) clause 11.4.2 (Buyer's right to terminate contained elsewhere in the Contract) as it is not comprehensive and merely lists some other termination rights. Adding some guidance to mention these termination rights in the Guidance document.</p>
<b>'Record keeping and reporting'</b>	<b>Right to conduct audit</b>	Amending the Core Terms (aligning with the MSC) by including a clause stating that "The

<b>Contract Reference</b>	<b>Area</b>	<b>Change</b>
<b>Core Terms</b>		Buyer or an Auditor can Audit the Supplier”.
<b>‘Invalid parts of the Contract’ Core Terms</b>	<b>Severance / invalid clauses</b>	Replacing the current clauses on severance / invalid parts of the contract with the clause “If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract”
<b>‘What happens if the contract ends’ Core Terms</b>	<b>Clauses intended to survive termination/expiry of contract</b>	In order to align the contract with the MSC, adding the following clauses to the list of clauses intending to survive the end of the contract: clauses 1 (Definitions), 5 (Pricing and Payments), 11.5 (What happens if the Contract ends), 18 (Invalid Parts of the Contract) and 33.2.2 (Indemnity against income tax and NICs).
<b>“Buyer Cause” ‘Definitions’ Core Terms</b>	<b>Buyer Cause</b>	Amending the definition of Buyer Cause to align with the MSC, so that Suppliers are only entitled to relief where there is a <u>material</u> Buyer breach, rather than just a breach.
<b>Throughout the contract</b>	<b>Supplier entering into Contract</b>	Amending the wording within the contract so that the Contract only need be signed by one director/signatory of the Supplier. This includes changing signature blocks and referring to the contacts being “entered into” rather than being “executed” by the Supplier.
<b>Minor / Clarificatory Changes</b>		
<b>Throughout the contract</b>	<b>Minor non-substantive updates</b>	Correcting typos, removal of square brackets, updating incorrect cross-references.
<b>‘Definitions’ Core Terms, &amp; throughout the contract</b>	<b>Definitions</b>	Amending the definitions in the contract as required, to reflect all of these changes and otherwise as required.  [Note - some of these types of definitions may be mentioned elsewhere in the table].
<b>‘Incorporated Terms’ Award Form/Order Form</b>	<b>Part of Tender taking precedence</b>	In the Order Form at “Incorporated Terms”, replacing the words “if the documents conflict” with “if there is any conflict”, and replacing the word “aspect” of the Tender with “part” of the

## Short Form List of Changes

<b>Contract Reference</b>	<b>Area</b>	<b>Change</b>
		Tender, when discussing document precedence.
<b>'Definitions' &amp; 'Obeying the Law' Core Terms</b>	<b>PPNs and Gov.UK refs</b>	Throughout the definitions section, where documents on gov.uk are referred to, e.g. PPNs, Open Standards Principles / Open Government Licence, and Government Buying Standards, we have included the wording "as updated from time to time".
<b>Throughout the contract</b>	<b>Replacing gendered terminology</b>	Amending use of "his/her" to "they/them" wording throughout the contract.
<b>Throughout the guidance document &amp; contract</b>	<b>Guidance</b>	Amending the guidance documents for the contract, and the guidance in the contract itself, so as to reflect the above changes and otherwise as required.  [Note - some of these guidance amendments may be mentioned elsewhere in the table].
<b>Definition of 'Crown Body'</b>	<b>Definitions</b>	Amending the definition to refer to the Welsh Government, rather than the National Assembly for Wales.
<b>Definition of Law</b>	<b>Definitions - Retained EU Law (Revocation and Reform) Act</b>	In clause 2.1.4, amending the definition of "Law" to refer to statutes/statutory provisions that may be replaced or assimilated as a result of the Retained EU Law (Revocation and Reform) Act.