



Cabinet Office

Short Form Contract – Guidance for Buyers

Version 1.4 (2023)

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Introduction

This guidance accompanies the Short Form Contract v 1.4 (2023) which has been developed by the Cabinet Office and the Government Legal Department ('GLD'). This document gives context to the clauses, annex and the important areas for consideration. It is useful to look at this guidance document alongside the Short Form Contract when choosing a model form of contract. This guidance was previously included at the start of the Short Form Contract, but has now been produced as a stand-alone document.

If you have any comments about this document please email the Model Services Contract team at modelservicescontract@cabinetoffice.gov.uk.

The Short Form Contract (previously known as the Short Form Terms & Conditions) is designed to complement the ever growing suite of government contracts available for use e.g. the Mid-Tier Contract, the CCS Public Sector Contract ('PSC'), and the Model Services Contract ('MSC'). It has been created to sit below the Mid-Tier Contract and the MSC and is intended for simple requirements that are below public procurement thresholds. The Short Form Contract is a bilateral contract (for use between two parties) for goods and/or services.

Cabinet Office will continue to encourage the public sector to use a Crown Commercial Service (CCS) commercial agreement for common goods and services requirements where appropriate.

Contract Selection Guide

This table is intended as an aid to commercial professionals in the public sector in determining the most appropriate form of standard contract for use by the public sector. Buyers should ensure the contract chosen matches the contractual requirements for their procurement. The Government Legal Department can help you decide which contract is most appropriate.

Factors to consider when choosing the right contract

Model Services Contract A set of standard terms that may act as a starting point for negotiation on complex and/or high value services	Mid-tier Contract A set of fixed core terms with modular, optional schedules for non-complex services or high value goods	Short Form Contract A set of fixed terms for less complex, lower value goods or services	Public Sector Contract or existing Framework Contract (provided by Crown Commercial Service) A framework contract of fixed core terms with modular, optional schedules for common goods and services
<ul style="list-style-type: none"> ✓ Where the Supplier is capable of carrying out the significant obligations contained within it ✓ Acquisition of services ✓ Where contract charges exceed £20m ✓ Where contract poses a high financial risk to the Authority ✓ Where failed delivery of the contract poses a reputational risk to the Authority such as critical or public facing requirements ✓ Use of a framework is inappropriate due to high level of financial or supply risks or where modifications to the contract could be substantial or a framework does not exist 	<ul style="list-style-type: none"> ✓ Where contract charges exceed the relevant procurement thresholds ✓ Use of a framework is inappropriate due to high level of financial or supply risks or where modifications to the contract could be substantial or a framework does not exist ✓ Where what is being delivered is bespoke or other than business as usual ✓ Where there is a non-complex transfer of resources (people, assets, etc) from the Authority or an incumbent Supplier to a new Supplier 	<ul style="list-style-type: none"> ✓ For the provision of non-complex goods or services. ✓ Total contract value is below the relevant procurement thresholds. ✓ Where a framework does not exist for what you want to buy 	<ul style="list-style-type: none"> ✓ When you would prefer to use a framework contract as your route to market ✓ For the procurement of goods or services which are common across the public sector ✓ Where a suitable framework has been set up by the Crown Commercial Service to procure those goods or services ✓ When the appropriate contractual provisions are already drafted for you to include ✓ Where you are an Authority listed in the framework contract notice

<ul style="list-style-type: none"> ✓Where what is being delivered is highly complex, bespoke or other than business as usual ✓Where there is a significant transfer of resources (people, assets, etc) from the Authority or an incumbent Supplier to a new Supplier ✓Where there is a significant business service or technology transformation ✓The requirement justifies the use of professional, commercial, legal or negotiating resources 			
<ul style="list-style-type: none"> ✗For construction contracts ✗Acquisition of commodities and goods (other than where these are ancillary to a service) ✗Where a suitable Crown Commercial Service framework exists to facilitate the procurement. ✗For grants 	<ul style="list-style-type: none"> ✗For construction contracts ✗Where contract charges exceed £20m ✗Where a suitable CCS framework exists to facilitate the procurement. ✗For grants 	<ul style="list-style-type: none"> ✗For construction contracts ✗For complex contracts ✗When you need to transfer assets or people ✗Where a suitable Crown Commercial Service framework exists to facilitate the procurement ✗Where contract charges exceed the relevant procurement thresholds ✗For grants 	<ul style="list-style-type: none"> ✗For highly bespoke requirements ✗When you need to make modifications to the call-off contract that could be considered substantial. ✗For grants

Other considerations

Contract Tiering Tool

There is a [Contract Tiering Tool](#) which can help classify the contract (gold / silver / bronze) by assessing three criteria: value, complexity and level of risk. This tool can also help determine the criticality and level of contract management required.

Scope of document

1. The standard Short Form Contract for goods and/or services consists of a cover letter, a contract order form (“**Order Form**”), short form terms and conditions of contract (“**Conditions**”) and annexes covering data processing, specification of the goods and/or services, charges, any Supplier tender, and alternative optional intellectual property rights (“**IPR**”) clauses. It has been designed for use by all Government Departments and Executive Agencies¹ when procuring non-complex deliverables below the procurement thresholds found in the Public Contracts Regulations 2015.² This Contract should not be used for above-threshold procurements. If there is an existing Crown Commercial Service (“**CCS**”) agreement for your procurement, you may wish to consider using that instead.
2. This Contract assumes that there will be no TUPE liability and is therefore not suitable for outsourced services where a relevant TUPE transfer is likely to occur.
3. For the Contract to be subject to the Conditions, you must not accept any Supplier terms and conditions that are sent to you, or attached to the Order Form or the Conditions. If any of these events occur you must ensure that any Supplier terms and conditions are rejected and the rejection is recorded in writing.

Drafting considerations - Services-only Contracts

4. The Contract provides for an optional extension period of up to 6 Months exercisable by the Buyer on not less than 10 ‘Working Days’ notice. This can be amended in row 9 (Extension Period) of the Order Form if required. Any extension of the term or variation of the scope of the services should be made in writing. Before extending or varying the Contract in this way, you should always consider whether this may result in a new

¹ This document assumes that the Buyer is a Crown Body. If the Buyer is not a Crown Body you will need to seek separate legal advice on whether this document is suitable and how it should be amended. See also paragraphs below on contracting with the Crown. See PPN 10/21 – Thresholds and Inclusion of VAT (<https://www.gov.uk/government/publications/procurement-policy-note-0921-thresholds-and-inclusion-of-vat>) for information about the relevant thresholds.

² You may also wish to read PPN 11/20 – Reserving Below Threshold Procurements (<https://www.gov.uk/government/publications/procurement-policy-note-1120-reserving-below-threshold-procurements>) if you wish to consider reserving the procurement by supplier location and/or reserving by the procurement for Small and Medium sized Enterprises (SMEs) / Voluntary, Community and Social Enterprises (VCSEs).

contract falling within the scope of the Public Contracts Regulations 2015 such that a tender process will be required.

Drafting considerations - Goods-only Contracts

5. If Delivery is in instalments, in order to comply with the Sale of Goods Act 1979, dates and details of instalments (including price and quantity etc.) must be set-out in the Specification in the Order Form, and any relevant annexes (if used).
6. Delivery is assumed to be undertaken by the Supplier to an address provided by the Buyer in the Order Form. If the Buyer wishes to collect the Goods, the Order Form (row 5 (Deliverables)) and any relevant annexes will need to be amended to provide for this. The Charges row (row 12 of the Order Form and any relevant annexes (if used) should also include the cost of Delivery of the Goods where appropriate.
7. Delivery is assumed to be on Working Days during normal business hours. If Delivery is to be outside of these days and times the Order Form will need amending at row 5 (Deliverables) under the heading 'Additional Delivery Instructions'.
8. The Contract assumes the Supplier does not require prior inspection of the Buyer's premises to fulfil the Contract.
9. Acceptance criteria are not covered. However, the Contract includes express rights to reject Goods which are defective (as the Sale of Goods Act 1979 provides that once goods have been accepted, these rights are lost).
10. 'Time is of the essence' is not included as in most cases it would be disproportionate to reject Delivery and claim damages if the Goods are Delivered late. Where this is a requirement, it should be stated in the Order Form. Where Delivery is late, the Contract provides a number of alternative remedies including rejection of the Goods or termination of the Contract.

Drafting considerations - All Contracts

11. If required, amendments can be made to the Conditions via the Order Form by use of Special Terms (row 21 (Special Terms)). If you wish to add, delete or amend any of the Conditions, you can do this by inserting Special Terms. Special Terms take precedence over the Conditions in case of any conflict.
12. There are a couple of optional Special Terms provided in row 21 by way of example. These are only examples, and need not be used unless relevant. Other Special Terms may also be used if these are relevant and proportionate, and Buyers should take care not to add a large number of Special Terms, bearing in mind that adding these clauses could slow down the negotiation of the contract, and make it more complex.

13. Special Terms could, where required, be used to amend the contract so that it is specific to the type of Deliverables being procured, to require and facilitate Supplier due diligence, or reflect a Supplier's legal or regulatory requirements.
14. The Contract provides that where the Buyer requests, the Supplier must comply with the Buyer's:
 - a. Staff Vetting Procedures
 - b. security/data security requirements
 - c. additional sustainability requirements
 - d. equality and diversity policy
 - e. requirements and instructions related to equality Law
 - f. environmental policy
 - g. health and safety policy

The Order Form (at row 20) provides optional text in square brackets for all these matters, in the event that any of these specific requirements are required.

15. For security and cyber requirements, see the Cyber Essentials PPN, as updated from time to time, on when to require the Supplier to have Cyber Essentials/Cyber Essentials Plus. If you are unclear on these requirements, please consult security professionals within your organisation or department.
16. Where you want the Supplier to store and process data in the cloud, or use cloud platforms to host your Services you should also consider requiring the Supplier to (i) document; and (ii) provide on Buyer request how they comply with the 14 Cloud Security Principles available at: <https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles>, both for their own Supplier system and for any cloud services they use.
17. Clause 12.1 of the Contract provides for a default Supplier (and Buyer) liability limitation of 125% of the Charges paid or payable to the Supplier for all claims, apart from claims related to IPR, claims brought by any person employed or engaged by the Supplier, claims relating to non-payment by the Supplier of any tax or National Insurance, including any Income Tax, social security contributions, and any other liability, deduction, contribution, assessment or claim, death or personal injury caused by negligence, Supplier fraud, bribery or corruption, and any other liability which can't be limited by Law, which have unlimited liability. The Buyer also takes on unlimited liability in relation to claims against the Supplier 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.

18. Whilst the liability provisions are designed to suit most cases, you should always ensure that they are appropriate for your needs, and if not, consider whether this Contract is appropriate. Generally, with some limited exceptions, Suppliers should not be taking on unlimited liability under the Contract. If required, increasing the default liability limitation of 125% of the Charges paid or payable is an example of the type of special term that might be used. Please note, this liability cap should not be reduced.
19. Clause 12.6 provides that the Supplier's indemnity to the Buyer against data protection liabilities under clause 14.7.5 is limited to the Data Protection Liability Cap set out in row 14 of the Order Form. In row 14 (Data Protection Liability Cap) there is a space to insert an appropriate figure. The suggested range for this figure is between £500k-£5 million in the aggregate. This range is lower than the suggested range in the other standard contracts, e.g. the Model Services Contract ("**MSC**"), to reflect the size, users, and use of this contract.
20. The choice of figure should be in accordance with the sensitivity and volume of data concerned, as well as the likelihood and extent of any potential breach. The range given is a suggestion only and depending on the individual circumstances of the Contract, a cap below this range may be appropriate.
21. This liability cap applies to the Supplier's liability to the Buyer under the Contract only – it does not act as a cap on any data protection liability that a Supplier may incur to any third party (e.g. Supplier being fined by the Information Commissioner). But if a Supplier default leads to the Buyer breaching Data Protection Legislation, the amount which a Buyer will be able to recover from the Supplier will be subject to this liability cap.
22. When determining where within (or outside, where appropriate) the range of £500k-£5 million the Data Protection Liability Cap should be set, Buyers should consider all of the circumstances of the particular Contract which may, among other things, include:
 - a. The volume of data to be processed under the Contract;
 - b. The sensitivity of the data to be processed;
 - c. Any additional Protective Measures which are required to be put in place;
 - d. Any risks that have been identified in relation to the processing;
 - e. Whether the processing will have a material impact on the individual if something goes wrong;
 - f. Where the Personal Data is held;
 - g. Whether there are single or multiple data sets held by the processor;
 - h. Whether multiple processors are involved in the processing;

- i. What is the impact if the Personal Data becomes inaccurate, is not kept up to date or is disclosed to an unauthorised person;
 - j. What is the impact if the processor breaches the Contract or data protection law, or fails to comply with your instructions;
 - k. Whether the processor is reliable;
 - l. What reputation does the Supplier have in the market;
 - m. Where is the Supplier based;
 - n. What is the Supplier's proximity to individuals;
 - o. What financial resources does the Supplier have and are they financially solvent?
23. The relationship between the Parties should also be considered, for example, are they Joint Controllers, or Independent Controllers, or is one party the Controller and the other Processor? If the parties are Joint Controllers, then paragraph 7 of the joint controller agreement in *Part B – Joint Controller Agreement of Annex 1 – Processing Personal Data* sets out how liability for fines will be apportioned. This may be taken into account in setting the Data Protection Liability Cap.
24. If these circumstances suggest that data processing under the Contract is high risk, and/or requires a high Data Protection Liability Cap you could also consider the use of a different contract, such as the Mid-Tier Contract.
25. Clause 14 deals with data protection and data processing under the Contract. The wording relating to the situation where one Party is a Controller and the other Party is a Processor largely aligns with [PPN 03/22 - Updated guidance on data protection legislation](#), although some of the language has been changed to account for any transfers of data from the EU under the EU GDPR, as well as the potential involvement of overseas equivalents to the UK ICO, where data covered by the EU GDPR is processed under the Contract.
26. Clause 14 also includes wording covering the situations where the Parties are Joint Controllers, or Independent Controllers, if this is the case *Part B – Joint Controller Agreement of Annex 1 – Processing Personal Data* or *Part C – Independent Controllers of Annex 1 – Processing Personal Data* should be used as appropriate. The drafting in the Contract goes beyond the example drafting in [PPN 03/22 - Updated guidance on data protection legislation](#), which assumes the Buyer is the Controller and the Supplier is the Processor. The additional options continue to be included so that this Contract can be used for a wider range of procurements without drafting needing to be created from scratch. However, in the vast majority of cases the Buyer will be the Controller, and the Supplier the Processor. If you believe another data processing scenario applies, such as the Parties being Joint or Independent Controllers, you **must**

speak to your data protection team or DPO. Making the Supplier a Controller over Buyer information can create risks for Buyer data and information.

27. The question of whether the Supplier will be a Processor or Controller will affect their responsibilities and potentially the cost of providing the Deliverables. You should provide this information to the Supplier as early as possible. If you have any questions about data protection, or are unsure which data processing scenario applies, you should speak to your data protection team or DPO.
28. The UK GDPR contains restrictions on transfers of personal data outside the UK. One way to comply with UK GDPR rules on these restricted transfers is to put in place an Article 46 transfer mechanism. These are the “appropriate safeguards” listed in Article 46 such as the ICO’s International Data Transfer Agreement (IDTA), and the Addendum to the EU SCCs (the Addendum). These are referred to in this Contract, along with the EU equivalent, for transfers outside the EEA - the EU SCCs. However, where a Party is relying on one of these Article 46 transfer mechanisms they must carry out a [Transfer Risk Assessment](#) (**‘TRA’**), to make sure the personal data is still protected while overseas. TRAs help ensure that, in the specific circumstances of a restricted transfer, the Article 46 transfer mechanism will provide appropriate safeguards, and effective and enforceable rights for people - looking at risks to people’s rights arising in the destination country from third parties accessing the information that are not bound by the Article 46 transfer mechanism, in particular government and public bodies and risks to people’s rights arising from difficulties enforcing the Article 46 transfer mechanism. If you are a Controller, and your Processor is making the restricted transfer, only the Processor must complete the TRA.
29. If the Contract is for the purchase of critical services, then the Short Form Contract will not be appropriate and Buyers should consider use of the Mid-Tier or MSC instead.
30. Clause 10 deals with IPRs. These state that (subject to the adoption of alternative IPR clauses via an option in the Order Form) the Buyer owns the foreground/New IPR that is developed under the Contract, and the Supplier has rights to this to deliver the Contract, as well to use it for e.g. commercial exploitation. Row 10 (Optional Intellectual Property Rights Clauses) of the Order Form allows you to amend the ownership and licensing of all New IPR created for or pursuant to the Contract, if required. Alternative optional IPR clauses are then set out in Annex 5 – *Optional IPR Clauses*.
31. In line with the Intellectual Property Rights Guidance Note, there are 3 different options for ownership and licensing of all New IPR. This Guidance Note sets out the importance of taking an IPR approach tailored to your procurement. If you would like to change the default position (Option 1 (default): Buyer owns New IPR, Supplier has

rights to deliver the Contract, along with commercial exploitation) – you can use row 10 to select one of the other available options:

- a. Option 2 (optional): Buyer owns New IPR, Supplier has rights to deliver the Contract only;
 - b. Option 3 (optional): Supplier owns New IPR, Buyer has rights for the current contract and broader public sector functions.
32. As the Crown is indivisible, Buyers which are Crown Bodies should be aware that, firstly, they can only contract as part of the Crown, and secondly, that any IPR which they take ownership of or is licensed to them can be capable of use by any part of the Crown. Buyers which are Crown Bodies should consider this fact when deciding which model of ownership and licensing of IPR to use.
33. The default (Option 1) is suitable for use in situations where the Buyer should retain ownership of any New IPR but where the Supplier should be able to use any New IPR developed. Buyers may wish to consider this option where they want to retain the New IPR (for example, if the New IPR is likely to be high risk or business critical, or if the Buyer wants to retain the New IPR for use across multiple contracts or for some wider benefit, or where the Crown provides a lot of the IPR which will be further developed by the Supplier (leading to mixed-ownership), or if controlling the New IPR is in the public interest, for example, where an Buyer is best placed to manage or commercialise an asset), but they are also happy for the Supplier to commercially exploit that New IPR. This ought to generally result in some benefit for the Buyer, such as lower costs, or incentivising innovation in Supplier solutions. Where the Buyer is a Crown body, Buyers should consider that this Foreground IPR will be owned by and therefore can be used by any emanation of the Crown. This will mean that the Supplier will likely not be able to commercially benefit under this option simply by sub-licensing this IPR to Crown entities (as it is already owned by the Crown), however, the Supplier will be able to commercially exploit this IPR elsewhere.
34. Option 2 should be considered for use where the Buyer wants to retain the New IPR for the reasons listed above, but they also want to limit the Supplier's use of that New IPR, e.g. for national security reasons. This is more restrictive for Suppliers, and where the Authority is a Crown body, Buyers should consider that this will be owned by and therefore can be used by any emanation of the Crown. It also cannot be used by the Supplier for other customers. This may make this option unsuitable for use in circumstances where it could lead to uneconomic pricing by Suppliers. The Buyer is only able to publish the New IPR under Open Licence under this option, so as to avoid undermining the commercial exploitation rights of the Supplier.
35. Option 3 should be considered for use where (a) there is no clear benefit in the Buyer owning the New IPR, or (b) where any New IPR created cannot easily be separated

from the Supplier's Existing IPR (e.g. Software As A Service ("SAAS")), but where a licence is needed for the current contracted service (and future replacement of that service), as well as contracts and services not yet awarded, and broader public sector functions. Again, given that the Supplier will own the New IPR under this option, this ought to generally result in some benefit for the Buyer, such as lower costs, or incentivising innovation in Supplier solutions. Where the Buyer is a Crown body, Buyers should consider that the licence to the New IPR will be granted to the Crown as a whole and therefore can be used by any emanation of the Crown. This will mean that the Supplier will likely not be able to commercially benefit under this option simply by licensing this IPR to Crown entities (as it is already licensed to the Crown). However, as owner, the Supplier will be able to commercially exploit and otherwise use this IPR elsewhere.

36. The Short Form does not divide IPR into COTS Software (Commercial Off-The-Shelf Software) and non-COTS IPR. If you require this, you may like to consider using a different contract, such as the Mid-Tier Contract. Unlike the MSC and the Mid-Tier Contract, third party claims in relation to COTS software are included in the unlimited indemnity given by the Supplier to the Buyer.
37. Clause 10 also includes a prohibition on Suppliers using IPRs owned by a third party for provision of the services unless the Buyer has had the opportunity to approve their use. The Supplier is expected to get an equivalent licence for the Buyer as it gives for its own Supplier Existing IPR. If the Supplier is unable to do this, the Buyer can accept a licence on alternative terms, or otherwise approve use. Licences on standard commercial terms which permit the performance of the contract would be approved in the vast majority of cases. The Buyer should take legal advice if it is considering approving use without acceptable licence terms.
38. The Contract contains provisions at clause 15 and 16 to support Buyers' transparency reporting, requiring Suppliers to provide any co-operation and information needed so the Buyer can comply with any of its obligations in relation to publishing transparency information.
39. The Contract also contains further controls over subcontracting at clause 24 (Supply Chain). These provide that the Supplier is responsible for all acts and omissions of its Subcontractors, terms the Supplier is required to have (or in some cases, make efforts to have) in its Sub-Contracts, a requirement for Suppliers to exercise due skill and care when selecting/appointing Subcontractors, requiring termination of Sub-Contracts where there is an unapproved change of control, contribution to right of termination, embarrassment and disrepute, non-compliance with environmental, social, equality or employment law or there is a Reg 57 Regulations exclusion. Suppliers will be required to provide names of all Subcontractors to the Buyer, who are then appointed unless the Buyer reasonably rejects them within 10 Working Days.

40. The Contract also contains a short clause dealing with the conduct of Claims (clause 27 (Dealing with claims)). This gives the Indemnifier some control in the way in which Claims for which they might be liable to the Beneficiary are dealt with, but ensures protection for the Beneficiary requiring the Indemnifier to defend those Claims diligently and not to settle the Claim without the Buyer's consent.
41. If the Buyer thinks that there has been a Default, legal advice should be sought to ensure that the Buyer preserves all of its contractual rights.
42. Most of the rights for both the Buyer and the Supplier to terminate the Contract are set out in Clause 11. There are however some termination rights which are set out in other clauses (see for example, Clauses 7.8.2 (Termination for failure to provide or implement a financial stability plan) 20.3 (Termination on Force Majeure), 28.4.2 (Termination for fraud, bribery or corruption) 33.3 (Termination for Conflicts of Interest)). Each termination right is clear on which consequences of termination in Clause 11 apply where that termination right is enforced.

Completion of the cover letter (if used), Order Form, and annexes

43. You will need to insert the Buyer letterhead and the Supplier's name and address into the cover letter attached to the Order Form. The assumption is that the Order Form will be sent via email. If this is incorrect, then you should amend the letter accordingly by deleting the sentence containing the Supplier's email address, as well as the reference to the Buyer email in the body of the letter.
44. There is further square bracketed emboldened text throughout the cover letter and the Order Form that you will need to replace with the requested information, or where [optional text] is provided, delete the option that is not relevant, and/or amend as required. Guidance is provided throughout the Order Form. Some definitions refer back to the Order Form, so you should make sure this is properly completed.
45. You will need to complete the Order Form by reading the guidance and completing the rows and/or selecting the appropriate option, including (where relevant) any packaging instructions and any additional Delivery information, including any specific information about the service Delivery, for example, if the Services are to be Delivered only on certain days of the week rather than for the whole week, the expected Start Date and End Date of the Contract and any extension period and notice required, and whether optional IPR clauses are to be used and if so, which. There are also spaces for the name and addresses of the Authorised Representatives of the Parties for the purposes of serving notices under the Contract. It is recommended that the person for whose attention notices should be marked is identified by job title rather than name to cater for staff changes.

46. You will need to set out details of the Charges and payment terms in rows 12 and 13 of the Order Form by, in each case, selecting the appropriate option and deleting the inapplicable option. The Contract provides that unless otherwise agreed in writing by the Buyer, the Charges include all the Supplier's costs and expenses. If you wish to amend this position, you will need to include appropriate text in row 12. If you select an option which refers to an annex, you will need to insert the relevant information in that annex. Otherwise annexes 2, 3, 4, or 5 should be deleted or marked as not applicable. Please note that if you delete annexes, cross-referencing may need amending.
47. Row 15 allows you to specify any progress meetings and progress reports that are required.
48. Rows 19 and 20 of the Order Form contains drafting to enable you to specify any Key Staff and provide details on policies and procures.
49. Row 21 of the Order Form allows you to enter any relevant Special Terms. See above for the effect of these Special Terms.
50. To the extent that these provisions are not relevant to your Contract, they should be deleted or marked as not applicable. Please note that if you delete sections, cross-referencing and numbering may need amending.
51. The Order Form (on row 13) states that the Buyer will, within 10 Working Days (the number of days can be varied to reflect your specific practices) of receipt of a countersigned copy of the Order Form, send the Supplier a PO Number. You will need to ensure this action is completed, or amend this if required.
52. The Contract is accepted on receipt by the Buyer of a copy of the Order Form countersigned. The cover letter states that this is to be signed by the Supplier within 7 days from the date of the cover letter (if used). If you wish to change the period between offer and acceptance you must amend the number of days in the cover letter.
53. Annex 1 is mandatory and should be included every time, even if it is left as a template. Annexes 2-5 are optional and may be used if required/desired.
54. Annex 4 is an annex to record and incorporate any Supplier's tender that you would like to refer to. If including the Supplier's tender in the annex, you should consider the format of that tender and whether it is suitable for inclusion in the Contract. There is an order of precedence to the various parts of the Contract and, where the Supplier's tender is included in the Contract, this will sit at the bottom of that order of precedence, meaning any other terms which conflict with it would apply instead. However, if the Buyer decides that any parts of the Supplier's tender provide a better commercial position for the Buyer (for example, it is more favourable the specification) then the

Buyer can elect for those parts of the Supplier's tender to take precedence over the other documents that make up the Contract.

55. Annex 5 sets out optional alternative IPR wording which can replace clause 10 (IPRs) of the Conditions if required. See above for more details.

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