



Model Services Contract – List of Changes

Model Services Contract ('MSC') v2.2 from previous version (MSC v2.1)

Key thematic updates:

- Updating to reflect the Procurement Act 2023;
- Updating as required by PPNs – withdrawn, added, reissued;
- Updated Security Schedule;
- Making the MSC modular, including a new Front Sheet; and removal / reordering of Schedules;
- Updates to reflect the latest UK & EU 'adequacy decision' in relation to the US, including reflecting this potential mechanism for transferring and protecting personal data;
- Clarifying TUPE requirements and obligations and ensuring the TUPE / Staff Transfer Schedule works together with the rest of the contract and there are no conflicting obligations;
- Amending drafting on delay payments to fix errors, align the contracts; and remove the concept of advanced delay payments;
- Amending the due diligence provisions to make it clear that Supplier must undertake this due diligence and cannot rely on allowable assumptions, as well as excluded non-agreed assumptions that are not allowable assumptions;
- Being clearer as to what the Charges cover;
- Updating the definition of Supplier Staff.

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 MSC Compare Document, comparing this version 2.2 against the previous version 2.1

Clause numbers refer to the clauses as numbered in v2.1, unless otherwise stated. Please email modelservicescontract@cabinetoffice.gov.uk for a copy of this previous version.

List of changes by contract reference:

General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
Procurement Act 2023 ('PA2023') changes (and accompanying Regulations & Guidance)		
Throughout the contract	New PA2023 version of contract - overview	<ul style="list-style-type: none"> a) Creating a new version of the contract, reflecting the new PA2023 and associated Regulations & Guidance. This includes all the other changes set out in the contract, and the Procurement Act-specific changes listed below; b) As with the previous version, the new PA2023 version is <u>not</u> 'off the shelf' suitable for exempted contracts, use by schools, light touch contracts, defence and security, utilities, concession contracts, works, mixed procurements, and purchasing under the Provider Selection Regime - although could be adapted by users for this use; c) As with the previous version, the MSC continues to have an English & Welsh law version. In terms of PA2023 amendments, the Scottish version remains largely the same (subject to the Scottish Public Contracts Regulations 2015 ('PCRs')). There are combined and separate versions of the schedules; d) For any PCR procurements in the time between publication of the contract and PA2023 'go live' - the previous versions of the contract will still be available for use; e) The PCR versions of the contract will eventually be retired.
Exit Management Schedule	Ethical Wall Agreements – updating references to PCR processes and objectives of	<p>Updating the Ethical Wall Agreement ('EWA') in the Exit Management Schedule:</p> <ul style="list-style-type: none"> a) Recital A wording is amended slightly to reflect new wording around procurement objectives in s12 PA2023 (Annex 2 of Sch 25 Recital A); b) "Procurement Regulations" definition is

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	procurement	<p>changed to reflect the PA2023 (para 1.1 Annex 2 of Sch 25);</p> <p>c) "Procurement Process" is amended so that it refers to the "contract details notice" rather than "contract award notice" (para 1.1 Annex 2 of Sch 25);</p> <p>d) "ITT Process" definition is updated to refer to the PA2023 terminology and Act rather than the PCR terminology and legislation (para 1.1 Annex 2 of Sch 25);</p> <p>e) Transparency wording in para 6 is amended from the reference to 'fair and transparent' to reference the objectives set out in s12 PA2023 (para 6 Annex 2 of Sch 25; new para 6 Annex 2 of Sch 30).</p>
<p>New Front Sheet; Core Terms: Confidentiality; Transparency and Freedom of Information; Definitions Schedule</p>	<p>Updates to definition of Transparency Information to allow publication of various notices and information + when / when not to share information under the contract (e.g., ss50, 53, 69-71, 75, 80, 94, 99 PA 2023)</p>	<p>a) Updating the definition of "Transparency Information" to refer to a) any information or notices, including copies of the contract permitted or required to be published by the PA2023, any Regulations published under it, and any PPNs, subject to any exemptions set out in s94 and s99 PA2023) which shall be determined by the Authority taking into account (now in the Front Sheet (previously Schedule 9) (Commercially Sensitive Information); b) any information about the contract, including the content of the contract requested under FOIA or the EIRs, subject to any relevant exemptions, which shall be determined by the Authority taking into account the Front Sheet (previously Schedule 9 (Commercially Sensitive Information); c) Publishable Performance Information, subject to any exemptions set out in s94 and PA2023 (and bearing in mind s99 PA2023) which shall be determined by the Authority taking into account (now in the Front Sheet (previously Schedule 9) (Commercially Sensitive Information) (see re: KPIs below); and d) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time (previously in cl 20.1; now in Sch 1);</p> <p>b) Reflecting the withdrawal of PPN 01/17 under PA2023 Transparency Reports will no longer be required) - so this is removed from the</p>

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		<p>definition of Transparency Information (previously in cl 20.1; now in Sch 1). See below in the PPNs section for other changes related to the withdrawal of this PPN cl 20.1);</p> <p>c) Adding a space in the new Front Sheet (previously in Schedule 9 (Commercially Sensitive Information)) for the parties to identify commercially sensitive information and the para states that “In the table below the Parties have sought to identify the Supplier’s Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA, the EIRs or under any PPN as well as any information that would be considered sensitive commercial information under Section 94 of the Procurement Act 2023.” (previously in previous Sch 9, in Front Sheet moving forward);</p> <p>d) Updating cl 19.3.1 to state that Clause 20 shall apply to disclosures required under the PA2023, and its Regs, and any PPNs, as well as the FOIA and/or the EIRs (cl 19.3.1);</p> <p>e) Updating cl 20.1 to state that Transparency Information (now defined in Sch 1) is not Confidential Information (cl 20.1);</p> <p>f) Updating cl 20.2 to state that any information that is exempt from disclosure will be redacted - in accordance with the relevant provisions (not just FOIA), and that the Authority should “use reasonable endeavours” to consult with the Supplier prior to publication (cl 20.2);</p> <p>g) Updating cl 20.3 to provide that Suppliers shall assist and cooperate with Authorities to enable the Authority to publish the Transparency Information at no additional cost (note also removal of reference to Transparency Reports, below) (cl 20.3);</p> <p>h) Updating cl 20.4 and cl. 20.5 to reference the Authority acting in accordance with its obligations under PA2023; and deleting the reference in cl 20.5 to “having regard to the context of the wider commercial relationship with the Supplier.” (cl 20.4-20.5);</p> <p>i) Updating cl 20.6 and cl 20.7 to reference the PA2023 as well as FOIA and EIRs and to note</p>

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		<p>that the Supplier is to provide information /cooperate at no additional cost (note also removal of reference to Transparency Reports, below) (cl 20.6-20.7);</p> <p>j) Updating cl 20.8 to reference the PA2023 as well as FOIA and EIRs (cl 20.8);</p> <p>k) Adding in clauses stating that “In Section 5 (Commercially Sensitive Information) of the Front Sheet the Parties have sought to identify the Supplier’s Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the Procurement Act 2023, FOIA and the EIRs. Where possible, the Parties have sought to identify in Section 5 (Commercially Sensitive Information) of the Front Sheet when any relevant Information will cease to fall into the category of Commercially Sensitive Information”; and Without prejudice to the Authority’s obligation to disclose Information in accordance with FOIA or Clause 19 (Confidentiality), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the Procurement Act 2023, FOIA, or the EIRs to the Information included in Section 5 (Commercially Sensitive Information) of the Front Sheet (cl 20).</p>
<p>Core Terms: Supply Chain Rights and Protections; Termination Rights; Prevention of Fraud and Bribery; Definitions Schedule</p>	<p>Exclusions; and Termination of contracts by Authority based on modifications and exclusion grounds (s78 PA 2023); removal of superseded fraud & bribery clauses</p>	<p>Termination rights based on exclusions:</p> <p>a) Adding in clauses setting out that the Authority can terminate the contract with the Supplier where i) they consider that the contract was awarded or modified in material breach of the PA2023 or any regulations made under it; ii) a supplier has become an excluded/ excludable supplier since the award of the contract; or iii) a supplier’s sub-contractor is an excluded/ excludable supplier (the termination rights set out in section 78 PA2023). This refers to relevant requirements to be met in terms of the subsections of s78 and also refers to the requirements of s79 (national security exclusions) as relevant (cl 31.1);</p> <p>b) These new clauses replace the previous two separate <i>supplier</i> termination rights under the PCR: (termination allowed where: a) supplier <i>should</i> have been excluded <i>before/at award</i>; or</p>

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		<p>b) the contract is substantially amended/modified to the extent that the PCR requires a new procurement procedure) with the termination rights set out in section 78 PA2023 (Schedule 1 (Definitions), para 1.1 – “Supplier Termination Event” - limb (p) and Cl. 31.1.4);</p> <p>c) This new termination right also replaces the previous right for the Authority to require the Supplier to terminate any <i>Sub-Contract</i> due to sub-contractor excludability (Cl. 15.22.1(d));</p> <p>d) This new termination right also replaces the previous right for the Authority to require a replacement <i>sub-contractor</i> due to sub-contractor excludability (Cl. 15.26);</p> <p>e) Adding in a new clause setting out that the Authority can terminate the contract with the Supplier where a supplier’s sub-contractor becomes an excluded/ excludable supplier after award, provided the Authority notifies the supplier of its intention to terminate under this clause, and why the Authority has decided to terminate the contract, gives the supplier reasonable opportunity to make representations about whether this clause applies and the Authority’s decision to terminate, and gives the supplier reasonable opportunity to cease sub-contracting to the excluded or excludable supplier, and if necessary, find an alternative supplier to which to sub-contract. This is a similar termination right to that set out in a) iii) above, but it does not require the Authority to have requested information about subcontractor excludability pre-award under section 28(1)(a)) (cl 31.1);</p> <p>‘Fraud and bribery’, gathering info on exclusions, and related termination rights:</p> <p>Removing the ‘fraud and bribery’ drafting and replacing this with drafting covering other exclusion grounds (as well as fraud and bribery):</p> <p>f) Renaming “Prevention of Fraud and Bribery”/ “Preventing fraud, bribery and corruption” clauses “Exclusions” (cl 37);</p> <p>g) Removing the clauses on fraud and bribery (also covering the clauses within the ‘fraud and</p>

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		<p>bribery’ section on the Criminal Finance Act) and the definition of Prohibited Act (cl 37 & Sch 1 definition of “Prohibited Act”);</p> <p>h) Removing the supplier warranty in relation to not having committed a Prohibited Act prior to the effective date (warranties about the Supplier information provided during the procurement remaining true and accurate remain) (cl 37.1.1);</p> <p>i) Including a cross-reference to the new Authority termination rights mentioned above (cl 37);</p> <p>j) Including a clause in the new “Exclusions” section stating that Suppliers must notify Authorities as soon as reasonably practicable if they consider that an exclusion ground within the meaning of the PA2023 and any associated Regulations does or may apply to them (including where they are put on the debarment list during the term of the contract, or become excluded or excludable by virtue of any associated persons or sub-contractors the Authority requested information about under s28(1)(a) of PA2023) (cl 37);</p> <p>k) Including a clause in the new “Exclusions” section stating that once Suppliers notify Authorities that they consider that an exclusion ground does or may apply to them, they must provide such information as the Authority may reasonably request in relation to the application of the relevant exclusion ground, and information relevant to whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again (cl 37);</p> <p>l) Including a clause in the new “Exclusions” section stating that Suppliers must notify Authorities as soon as reasonably practicable during the contract term if there are any changes in connected persons, (cl 37);</p> <p>m) Including a clause in the new “Exclusions” section stating that once Suppliers notify Authorities of any changes in connected persons, they must provide such information as the Authority may request in relation to those connected persons and exclusions, including information as set out in the Procurement</p>

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		<p>Regulations 2024 (cl 31);</p> <p>n) Including a new Authority termination right clause in the new “Exclusions” section stating that the Authority can terminate the contract where the Supplier fails to notify the Authority as soon as reasonably practicable of the Supplier becoming aware that a) an exclusion ground does or may apply to them; b) there are changes in connected persons; or c) the Supplier provides information to the Authority about these grounds, persons, or exclusions that is incomplete, inaccurate or misleading (cl 37);</p> <p>Control of subcontracting:</p> <p>In the ‘Appointment of Subcontractors’ and ‘Appointment of Key Subcontractors’ sections:</p> <p>o) Adding in a new clause stating that the Supplier will not contract with a Sub-contractor that is on the debarment list on the basis of a mandatory exclusion ground during the term of the contract (cl 15);</p> <p>p) Adding in a new clause stating that the Supplier will not contract with a Sub-contractor that is on the debarment list on the basis of a discretionary exclusion ground during the term of the contract, without the Authority’s prior written consent (cl 15);</p> <p>q) Adding in a new sub-clause to the clause setting out the things the Supplier shall notify the Authority in writing of ahead of subcontracting - namely requiring the Supplier to set out whether it considers that an exclusion ground within the meaning of the PA2023 and any associated Regulations does or may apply to the subcontractor (cl 15.6);</p> <p>r) Amending the last sub-clause around the Authority’s list of reasons for objecting to the appointment of the relevant Sub-contractor from ‘if the Authority considers that the proposed Sub-contractor should be excluded in accordance with Clause 15.24 (Termination of sub-contracts)’ so it refers to the Authority considering that the proposed Sub-contractor should be excluded pursuant to the PA2023 (cl 15.8.4);</p>

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		<ul style="list-style-type: none"> s) In relation to the ‘Appointment of Key Subcontractors’ – amending the last sub-clause around the Authority’s list of reasons for objecting to the appointment of the relevant Key Sub-contractor from ‘if the Authority considers that the proposed Key Sub-contractor should be excluded in accordance with Clause 15.24 (Termination of sub-contracts)’; so, it refers to the Authority considering that the proposed Sub-contractor should be excluded pursuant to the PA2023 (cl 15.10.4); t) Adding in a new clause stating that the Supplier will not contract with a Key Sub-contractor that is on the debarment list on the basis of a mandatory exclusion ground during the term of the contract (cl 15); u) Adding in a new clause stating that the Supplier will not contract with a Key Sub-contractor that is on the debarment list on the basis of a discretionary exclusion ground during the term of the contract, without the Authority’s prior written consent (cl 15); <p>For all new termination rights, please see below for the consequences of termination following on from these.</p>
<p>Services Description Schedule</p>	<p>Modifications to contracts (s 74 PA 2023)</p>	<p>In the Services Description Schedule, adding in some guidance stating <i>‘Contract Modifications: Please note that if you intend to rely on the permitted modification ground contained in Paragraph 1 (Provided for in the contract) of Schedule 8 to the Procurement Act, you must include details of the possibility of modification unambiguously within the tender notice or the transparency notice and within the final version of the contract but the modification must not change the overall nature of the contract. It is important to include as much information as possible to ensure that this ground can be relied upon. If you intend to rely on the permitted modification ground contained in Paragraph 5 (Materialisation of a known risk) of Schedule 8 to the Procurement Act, you must include details of the known risk that could jeopardise the satisfactory performance of the contract but which cannot be addressed from the outset within the tender notice or the transparency notice, in as much detail as possible, prior to awarding the contract.’</i> (Sch 3).</p> <p>See also the changes to Transparency Information</p>

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		above (e.g., publishing a Contract Change Notice).
<p>Core Terms: Supply Chain Rights and Protections; Third Party Rights; Charges and Invoicing Schedule</p>	<p>Reflecting Prompt Payment / 30-day payment terms down supply chain - and invoicing (ss 68, 73, 88 PA 2023)</p>	<p>Payment of Suppliers & notifying of invoicing errors</p> <ul style="list-style-type: none"> a) Amending the clauses providing that the Authority will pay the supplier within 30 days, reflecting the wording intended by s 68 PA2023. These are amended to state that the Authority will make payment to the Supplier before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Authority in respect of the sum; or if later, by the date on which the payment falls due in accordance with the invoice, subject to the invoice being verified by the Authority as valid and undisputed (Schedule 15 (Charges and Invoicing), Part E (Invoicing and Payment Terms) – para 2.1); b) Amending the clause about invalid invoicing to ensure that where the invoice doesn't conform with requirements or the Authority disputes the invoice, the Authority needs to notify the Supplier without undue delay (rather than returning the invoice) (Schedule 15 (Charges and Invoicing), Part E (Invoicing and Payment Terms) – para 1.8); c) Removing the highlighted brackets referring to payment within 30 days in cl 1.9 (Schedule 15 (Charges and Invoicing), Part E (Invoicing and Payment Terms) – para 1.9); <p>Minimum required information in invoice</p> <ul style="list-style-type: none"> d) Amending the detailed list in the Charges Schedule of things to be included in invoices, so that it reflects the minimum required information set out in section 68, along with any information was is in there previously, that goes beyond section 68 (Schedule 15 (Charges and Invoicing), Part E (Invoicing and Payment Terms) – para 1.3); <p>Payment of Subcontractors</p> <ul style="list-style-type: none"> e) Amending the requirement that the Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice, to reflect the wording

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		<p>intended by s 73 and s 68. These are amended to state that the Supplier will make payment to a Subcontractor before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Supplier in respect of the sum; or if later, by the date on which the payment falls due in accordance with the invoice, subject to the invoice being verified by the Supplier as valid and undisputed (cl 15.15.1);</p> <p>Publication for non-compliance</p> <p>f) Amending the clause on the Authority’s right to publish in the event of late-non-payment to refer to the Supplier having failed to pay a Sub-contractor’s undisputed invoice within thirty (30) days of the date of receipt or if later, by the date on which the payment falls due in accordance with the invoice (cl 15.23.1)</p> <p>Payment of Subcontractors - mandatory terms</p> <p>g) Amending the mandatory provision to be included in subcontracts around Suppliers paying within 30 days to better reflect the wording intended by s 73 and s 68 - so that it is a term that requires the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Supplier or other party in respect of the sum; or if later, by the date on which the payment falls due in accordance with the invoice, subject to the invoice being verified by the Supplier or other party as valid and undisputed (cl 15.14.2(d);</p> <p>h) Amending the mandatory provision to be included in subcontracts around verifying invoices in a timely fashion so that the Supplier will notify the Sub-contractor without undue delay if it considers the invoice invalid or it disputes the invoice (cl 15.14.2(b));</p> <p>i) Amending the mandatory provision to be included in subcontracts around publishing non-compliance with payment terms so that it covers Supplier and Subcontractor non-compliance (cl 15.14.2(e));</p>

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		<p>j) Amending the mandatory provisions around provisions to be included in subcontracts down the chain to be clearer that it is intended that each Sub-contractor is obliged to include those payment terms in any of its own Sub-contracts in the supply chain for the delivery of the Contract. In these Sub-contracts' clauses, references to the "Supplier" and "Sub-contractor", in clause 15.14 are to be replaced with references to the respective Sub-contractors who are parties to the relevant contract (cl 15.14.2(f));</p> <p>k) Amending the Contract Rights of Third Parties Act (CRTPA) clauses, so that they refer to the clauses above, allowing subcontractors to enforce these payment terms (without Authority approval first) (cl 41).</p>
<p>Charges and Invoicing Schedule</p>	<p>Electronic Invoicing (s 67 PA2023)</p>	<p>Updating the references from the European Standard to the British standard in the Charges Schedule, and ensure the clauses in the Schedule requiring Authority to accept and process for payment any electronic invoice match the wording in s 67 PA2023 (Schedule 15 (Charges and Invoicing), Definitions para 1.1 – "European Standard", Part E (Invoicing and Payment Terms) - para 1.1 and para 1.2);</p> <p>Note, PPN 03/19: The Public Procurement (Electronic Invoices etc.) Regulations is withdrawn under PA2023, so any drafting on electronic invoicing from the PPN has been superseded by this PA2023 drafting.</p>
<p>Core Terms: Performance Indicators; Definitions Schedule; Performance Levels Schedule</p>	<p>Setting and publishing & reporting against operational KPIs for contracts +£5m (s 52 PA2023) - and continuing Playbook requirements for publishing KPIs</p>	<p>a) Amending the definition of "Publishable Performance Information" to refer to "any of the information that the Authority is permitted or required to publish by the Procurement Act 2023, any Regulations published under it and any PPNs, relating to the performance of the Supplier against any Performance Indicator and any information contained in the Performance Monitoring Report" (Note that "Publishable Performance Information" is included in the definition of "Transparency Information" as set out above) (Sch 1);</p> <p>b) Removing the references to "Publishable Performance Information" in the Performance Levels Schedule as all KPIs are potentially</p>

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		<p>publishable under s 52 PA2023 (Annex 1 of Sch 3);</p> <p>c) Adding wording to ensure that performance against KPIs is reported on for each Measurement Period that is, the period over which the KPI is measured (Paragraph 1.2 of Part B of Sch 3);</p> <p>d) Inserting the following paragraph after para 1.7 in Part B - “The Supplier acknowledges and agrees that, each time the Authority conducts an assessment of the Supplier’s performance against a Key Performance Indicator, the Authority may publish information as required by Law in relation to that assessment” (Part B, Sch 3);</p> <p>e) Adding Guidance into Annex 1 of the Performance Levels Schedule covering the fact that - before entering into a public contract with an estimated value of more than £5 million, section 52(1) of the PA2023 requires an Authority to set at least three KPIs in respect of the contract unless it considers that KPIs will not appropriately assess the supplier’s performance. Section 52(3) of the PA2023 requires Authority to publish all of the KPIs set under a contract. Where an Authority sets KPIs, section 71(2) of that Act also requires an Authority to assess and publish performance against the KPIs at least once in every period of twelve months throughout the life of the contract. This covers contract details notices and contract performance notices. This also refers to the Procurement Regulations 2024 and the fact that if there are more than three KPIs set in a contract, an Authority must report on the three KPIs that it regards as most material to performance of the contract at the particular time. In practice, this means that the top three KPIs of a contract may change throughout the life of the contract and be different to those published at the time of contract award. Authorities should note the exemptions in sections 94 and 99 of the PA2023. These obligations (and applicable exemptions) have been incorporated into the defined term of “Transparency Information” within the contract. Contracting authorities</p>

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		<p>should refer to the KPI guidance published on Gov.uk for further information (Sch 3);</p> <p>f) Retaining and updating slightly the guidance on the Sourcing Playbook requirement for Central Government Departments and their ALBs to publish the top 3 operational KPIs on the government's most important contracts on a quarterly basis, and adding in a reference to the DDAT Playbook's policy around Central Government Departments and their ALBs publishing 4 mandatory DDAT KPIs on a regular basis (where this DDAT Playbook applies to their contract) - referring out to the Sourcing Playbook guidance on KPIs and the DDAT Playbook guidance on DDAT KPIs (Annex 1 of Sch 3);</p> <p>g) Amending the title of the 'frequency of measurement' column to 'Measurement Period' as this is the defined term used in the Contract (Annex 1 of Sch 3);</p> <p>h) Providing a table in the Performance Levels Schedule for the Authority to set out how the ratings in the PA2023 Regs (Reg 39(5)) map over to the ratings in the contract (Annex Sch 3), as follows (the first column stating the ratings as per Regulation 39 of the Procurement Regulations 2024, and second to be left blank for Authority to complete) (Sch 3)</p> <p>The following guidance is included above the table: <i>The following table provides space to set out how the performance ratings set out in Regulation 39(5) of the Procurement Regulations 2024 are to be mapped against the percentage ratings used for the purposes of this Contract. For example:</i></p> <ol style="list-style-type: none"> a. <i>Good = Target Performance Level ([99]%)</i> b. <i>Approaching Target = Minor KPI Failure ([98.0] % - [98.9]%)</i> c. <i>Requires Improvement = Serious KPI Failure ([97.0] % - [97.9]%)</i> d. <i>Inadequate = Severe KPI Failure ([96.0] % - [96.9]%) or below the KPI Service Threshold (below [96.0]%).</i> e. <i>Other = where performance of the Supplier cannot be described as 'Good',</i>

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		<p><i>‘Approaching Target’, ‘Requires Improvement’ or ‘Inadequate’ due to any other factor(s).</i></p> <p><i>These are indicative only and will vary depending on the nature of the procurement and contract to be entered into. Contracting authorities should therefore carefully consider the appropriate performance metrics to be used on a case-by-case basis;</i></p> <p>i) Removing the Authority’s right to unilaterally change KPIs within certain parameters (these may still be changed by agreement) (cl. 7.7.-7.8);</p> <p>Note, Social Value KPIs are addressed separately in the table below.</p>
<p>Core Terms: Supply Chain Rights and Protections; Definitions Schedule</p>	<p>Requiring Subcontracting in some circumstances (s 72 PA 2023)</p>	<p>a) Adding a clause into the subcontracting/ supply chain clauses setting out the right of the Authority to require Suppliers to enter into a legally binding agreement with a proposed subcontractor, where Supplier does not subcontract as indicated in line with s 72 (where the Authority has a) required the subcontracting as a condition of Award; or b) the supplier has indicated that they intend to subcontract and will rely on the sub-contractor to pass the conditions of participation) (cl 15);</p> <p>b) Adding in a termination right giving the Authority the right to terminate the contract in line with s 72 where the supplier fails to enter into the sub-contract as directed. Please see below for the consequences of termination following on from this new termination right (Sch 1 definition of Supplier Termination Event);</p>
<p>Throughout the contract</p>	<p>Electronic Notices – primary method (s 96 PA 2023)</p>	<p>Updating the noticing provisions so that written notices will be served by email unless it is not practicable to do so, and ensuring that electronic (email) noticing is the prime method of serving notice (cl 42 and throughout the contract).</p>

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<p>Core Terms: Conflicts of Interest; Definitions Schedule</p>	<p>Conflicts of Interest ('COI') updated (ss 81-83 PA 2023)</p>	<p>Updating the COI provisions (cl 33.6-33.7 'Conflicts of Interest' & Sch 1):</p> <ul style="list-style-type: none"> a) Updating the definition of "Conflict of Interest" to better align with the language / definition of COI in PA2023. This is "a <i>direct or indirect</i> conflict between the financial, <i>professional</i>, or personal <i>interests</i> of the Supplier or the Supplier Personnel and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer" (Sch 1); b) Removing the reference to the Supplier needing to ensure it and its staff are not placed in a <i>perceived</i> COI (so this only applies to actual or potential COIs) (cl 33.6.1); c) Updating the wording on steps to mitigate COIs and termination for actual or potential unresolvable COIs to better align with the language in PA2023 - so it says "The Buyer will consider whether there are any <i>reasonable steps</i> that can be put in place to <i>mitigate</i> an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such <i>steps</i> do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest..." (cl 33.7). <p>Please see below for the consequences of termination following on from this termination right.</p> <p>Note, PPN 04/21: Applying Exclusions in Public Procurement, Managing Conflicts of Interest and Whistleblowing is withdrawn under PA2023, so any drafting on COIs from the PPN and accompanying guidance has been superseded by this PA2023 drafting. To the extent any drafting on exclusions was taken from this PPN and accompanying guidance this has been superseded by the PA2023 drafting on exclusions. We have kept the drafting on whistleblowing in the contract.</p>
<p>Core Terms: Consequences of Expiry or Termination</p>	<p>Consequences of Termination - New</p>	<p>In line with the Authority termination rights being added to the contract under the PA2023 (see above), the following consequences of termination will apply:</p>

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
	Termination Rights	<ul style="list-style-type: none"> a) Where the Authority terminates the contract because the contract was awarded in material breach of the PA2023 (s78(2)(a) PA2023) - costs lie where they fall (see cl 32.6) b) Where the Authority terminates the contract because the contract was modified in material breach of the PA2023 (s78(2)(a) PA2023) - costs lie where they fall (see cl 32.6); c) Where the Authority terminates the contract because the Supplier becomes excluded or excludable after contract award (PA2023 (s78(2)(b) PA2023) - the Authority pays any outstanding charges, nothing further (see cl 32.5); d) Where the Authority terminates the contract because a Subcontractor becomes excluded or excludable after contract award (and e.g., is not replaced) (PA2023 (s78(2)(c) PA2023) - the Authority pays any outstanding charges, nothing further (see cl 32.5); e) Where the Authority terminates the contract because a Subcontractor appointed after contract award becomes excluded or excludable after contract award (and e.g., is not replaced) - the Authority pays any outstanding charges, nothing further (see cl 32.5); f) Where the Authority terminates the contract because the Supplier does not notify the Authority as soon as reasonably practicable of the Supplier becoming aware that a) an exclusion ground does or may apply to them; b) a change in connected persons, or c) the Supplier provides information to the Authority about these grounds, persons, or exclusions that is incomplete, inaccurate or misleading - the Authority pays any outstanding charges, nothing further (see cl 32.5); g) Where the Authority terminates the contract because the Supplier fails to enter into a particular sub-contract as directed (s72 PA2023) - the Authority pays any outstanding charges, nothing further (see cl 32.5);

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
		<p>h) Where the Authority terminates the contract because the Supplier is in an actual or potential COI that is not resolved, and the Supplier did not tell the Authority about the COI - the Authority pays any outstanding charges, nothing further (see cl 32.5);</p> <p>i) Where the Authority terminates the contract because the Supplier is in an actual or potential COI that is not resolvable/resolved, and the Supplier did tell the Authority about the COI, where the COI could impact the contract's performance or question its integrity, but cannot be avoided for reasons outside of the Supplier's control - costs lie where they fall (see cl 32.6)</p> <p>j) Where the Authority terminates the contract because the Supplier is in an actual or potential COI that is not resolved, and the Supplier did tell the Authority about the COI, where the COI could impact the contract's performance or question its integrity, but the Supplier fails, or refuses, to take steps to avoid the COI - the Authority pays any outstanding charges, nothing further (see cl 32.5).</p>
Throughout the contract	Updates to PCR references	<p>Where not otherwise captured otherwise in this table:</p> <p>a) Updating references to the PCRs with references to the PA2023;</p> <p>b) Updating reference to PCR-related terms with PA2023 terms (e.g., replacing 'selection questionnaire' and 'ITT');</p> <p>c) Updating references from "Contracts Finder" to "Find a Tender Service".</p>
PPNs		
New Front Sheet; New optional Carbon Reduction Schedule	PPN 016: Carbon Reduction Contract Schedule	<p>Adding a new optional schedule to the MSC to reflect the example clauses and guidance in the Carbon Reduction Schedule published with this PPN.</p> <p>Updating the new Front Sheet & List of Schedules, and Guidance documents to reflect this new optional schedule.</p>
Core Terms: Supply Chain	PPN 015: Taking	Updating the prompt payments clauses to reflect the prompt payment PPN (015) and to add in the

General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
Rights and Protections	<p>account of a bidder's approach to payment in the procurement of major contracts and upcoming PPN</p> <p>PPN 018: Guidance on how to take account of a supplier's approach to payment in the procurement of major contracts</p>	<p>requirement for the Supplier to pay invoices within an average of 55 days or less, to put in place an action plan if this does not take place, and for the Authority to be able publish Supplier non-compliance details (cl 15 & guidance document).</p> <p>Adding in wording to apply from 1 October 2025 requiring Suppliers to pay invoices within an average of 45 days or less, in line with the prompt payment PPN (018) on this point (cl 15 & guidance document).</p> <p>This replaces wording from PPN 8/21 and PPN 10/23.</p>
Security Management Schedule	PPN 014: Updates to the Cyber Essentials Scheme	<p>Note, this Schedule, the defined term 'Relevant Certifications' includes Cyber Essentials / Cyber Essentials Plus or equivalents.</p> <p>In both the Authority-led Assurance Part A of the new Security Management Schedule and the Supplier-led Assurance Part B of the new Security Management Schedule (Sch 5):</p> <ul style="list-style-type: none"> a) Including the definition of Relevant Certifications stating that Suppliers and any SIMS Sub-contractor, any Key Subcontractor, and any Higher-risk Sub-contractor need to have Cyber Essentials Plus or equivalent, and any Medium-risk Sub-contractor needs to have Cyber Essentials or equivalent; b) Including a 'authority to proceed' clause stating that Suppliers can't start Operational Services or Handle any Authority Data (now Government Data) using the Supplier Information Management System, unless the Supplier has, and ensured that Sub-contractors have obtained the certifications; c) Including a clause stating that unless otherwise agreed by the Authority, the Supplier needs to

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
		<p>ensure it and any SIMS Sub-contractor, any Key Subcontractor, and any Higher-risk Sub-contractor have Cyber Essentials Plus or equivalent and any Medium-risk Sub-contractor needs to have Cyber Essentials or equivalent;</p> <p>d) Including a clause stating that unless otherwise agreed by the Buyer, the Supplier must provide the Buyer with a copy of these certifications for itself and the Sub-contractors before it begins to provide the Services;</p> <p>e) Including a clause stating that the Supplier needs to ensure that at the time it and any Sub-contractors begin to provide the Services these certifications are effective, relate to their full supplier information system and are subject to any conditions that may impact providing the Services;</p> <p>f) Including clauses requiring the Supplier to notify the Buyer in the event of certification expiry/revocation/cancellation, or issues with the scope or conditions of these certifications, and requiring the Supplier to put together a Certification Rectification Plan setting out the impacts and proposed remedies. If the Buyer accepts this plan, the Supplier must immediately work on the plan, if the Buyer rejects the plan, there is provision for a revised plan, and if the Buyer rejects this, it is deemed a material Default;</p> <p>g) Including a clause stating that the Security Management Plan needs to cover these certifications for the Subcontractors; and</p> <p>h) Including a clause stating that the Supplier must make sure End User Devices holding Government Data are within the scope of the certifications.</p>
<p>Security Management Schedule</p>	<p>PPN 012: Security Classification s Policy</p>	<p>In both the Authority-led Assurance Part A of the new Security Management Schedule and the Supplier-led Assurance Part B of the new Security Management Schedule (Sch 5):</p> <p>a) Including a clause stating that Suppliers acknowledge the Supplier Information Management System is only for handling</p>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
		<p>'official' [which includes 'official-sensitive' - although this is not noted in the clause] Government Data and not any higher classifications;</p> <p>b) Including a clause stating that Suppliers can't alter security classification and that if they become aware of handling 'secret' or 'top secret' data they need to immediately notify the Buyer and follow Buyer instructions;</p> <p>c) Including a clause stating that the Supplier must ensure it, and its staff and subcontractors comply with the Expected Behaviours (set out in para 16 of the Government Security Classification Policy (https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html) and Security Controls (set out in para 12 of the Government Security Classification Policy) when handling Government Data;</p> <p>d) Including a clause stating that where there is a conflict between the Expected Behaviours or the Security Controls and the Security Schedule, the Schedule shall apply to the extent of any conflict.</p>
<p>Core Terms: Modern Slavery</p>	<p>PPN 009: Tackling Modern Slavery in Government Supply Chains</p>	<p>Correcting the clauses to align with the example clauses from the guidance document accompanying this PPN:</p> <p>a) Amending cl 38.8.8 by removing the guidance note and incorporating it into the clause itself - "shall prepare and deliver to the Authority, an annual slavery and human trafficking report (in respect of which a statement under section 54 of the Modern Slavery Act would be sufficient) ... (cl 38.8.8);</p> <p>b) Making it clear that cl 33.8.13 is an optional clause and making it the second optional clause - aligning with the order as set out in the example clauses from the guidance document accompanying the PPN (cl 33.8.13);</p> <p>c) Making it clearer that (previously numbered) cl 33.10-33.12 are optional, by noting this at the</p>

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
		<p>start of the clauses, as shown in the other optional clauses (cl 33.10-33.12);</p> <p>d) Amending cl 33.12 so it refers to defaults under (previously numbered) cl 33.8.13-33.11 (the optional clauses), rather than just clause 33.8 (cl 33.12);</p> <p>e) Amending cl 33.12 by removing the guidance from the middle of this clause - it should be clear this is optional from the other changes set out here (cl 33.12).</p>
Core Terms: Compliance; Definitions Schedule	PPN 08/15: tax arrangements of appointees (IR35) - withdrawn under PA2023; Updated clauses on tax reporting	<p>Updating the terms around IR35 (noting the withdrawal of PPN 08/15 under PA2023) by adding in terms:</p> <p>a) Add a definitions of IR35, Supply Chain Intermediary and Worker (Sch 1);</p> <p>b) Add new clauses to enable the Buyer to gather information related to compliance with IR35 from the Supplier, provide this information to HMRC and an obligation to inform the Buyer if there is a change to the IR35 status of and Workers or Supplier Personnel (cl. 10.10-10.12);</p> <p>c) Add a clause requiring the Supplier to ensure that certain provisions are included in any of its contracts with Workers (cl.10.13);</p>
Reports & Records Schedule; Guidance	PPN 010: Procuring Steel in Government Contracts	<p>Moving the guidance on collecting steel data in line with this PPN from Annex 1 to the Reports and Records Schedule into the MSC guidance document. Updating the language used in this guidance to reflect the reissued PPN and accompanying documents under PA2023 (Annex 1 to Sch 24; guidance).</p>
Sustainability Annex to the Standards Schedule	PPN 006: Taking account of Carbon Reduction Plans in the procurement of major government contracts	<p>In the Sustainability Annex to the Standards Schedule, updating clause implementing this PPN so that it states ‘ In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority (where the anticipated Charges in any Contract Year are above £5 million per annum (including VAT)); this is a public contract, other than a special regime contract under the Procurement Act 2023; and it is related to and proportionate to the contract in accordance with PPN 006), publish and maintain a credible Carbon Reduction Plan in</p>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
		accordance with PPN 006 (para 2.4 of Annex 1 to Sch 4).
Throughout Contract (No change - for information)	PPN 008: Updated guidance on data protection legislation - withdrawn under PA2023	While this PPN has been withdrawn, we need to retain drafting on GDPR, so no changes have been proposed to the GDPR / data protection drafting, except as otherwise set out in here.
Services Description Schedule; Performance Levels Schedule; Supplier Solution Schedule	PPN 002: taking account of social value in the award of central government contracts	<ul style="list-style-type: none"> a) As set out above, the references to “Publishable Performance Information” in the Performance Levels Schedule are removed - including in relation to Social Value KPIs (Annex 1 of Sch 3); b) Removing the guidance throughout in table 1 and table 3 of the Annex about ‘selecting the single most important Social Value KPI/PI, which shall be publishable (four KPIs/PIs in total).’ Social Value KPIs are no longer separately publishable under the PPN, but may be published under s 52 PA2023 if relevant. Add some guidance to the s 52 PA23 guidance (mentioned above) to state that a Social Value KPI may be one included as one of the three key performance indicators that an Authority regards as most material to performance of the contract, where relevant and appropriate (Table 1 and Table 3 of Annex 1 of Sch 3 (KPIs tables)); c) Removing the guidance throughout in table 2 and table 4 of the Annex about publishing KPI/PIs. Social Value PIs are no longer separately publishable under the PPN, but may be published under s 52 PA2023 (as KPIs) if relevant (Table 2 and Table 4 of Annex 1 of Sch 3 (PIs tables)); d) Updating the guidance on Social Value KPIs to reference and reflect the updated PPN (throughout Annex 1 of Sch 3, schedule 2, guidance document); e) Inserting some guidance in the Supplier Solution Schedule to say that the Supplier

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
		<p>Solution should include how the Supplier will deliver the Social Value Requirements (Sch 8);</p> <p>f) Adding a clause stating that where the Supplier or a Subcontractor have a requirement to hire Supplier Personnel for a role based in the United Kingdom the role should be published on the Governments' 'Find a Job' website and include the location at which Supplier Personnel would be expected to perform the role (cl. 33.15).</p>
Core Terms Supply Chain Rights and Protections	Procurement Policy Note 01/18: Supply Chain Visibility withdrawn under PA2023	Reflecting the withdrawal of PPN 01/18 under PA2023 by removing the drafting in the Core Terms on 'Reporting SME/VCSE Sub-contracts' and 'Advertising Sub-contract Opportunities' (cl 15.1-15.4; cl. 15.27-15.28).
New Front Sheet; Core Terms: Confidentiality; Transparency and Freedom of Information; Definitions Schedule	Procurement Policy Note 01/23: Requirements to publish on Contracts Finder - withdrawn under PA2023	Reflecting the withdrawal of PPN 01/23 under PA2023, the definition of Transparency Information is updated in line with PA2023 above (no further changes needed).
Core Terms: Warranties; Financial and Taxation Matters; Definitions Schedule	PPN 03/14: promoting tax compliance - withdrawn under PA2023	<p>Reflecting the withdrawal of PPN 03/14 under PA2023 by removing clauses related to occasions of tax non-compliance, including tax terms, warranties, termination rights and related definitions (cl 3; cl 10; Sch 1).</p> <p>The content of this PPN has been superseded by the exclusions aspects of the PA2023.</p>
Core Terms: Transparency and Freedom of Information; Definitions Schedule; Reports & Records	PPN 01/17: Transparency Principles - withdrawn under PA2023	<p>Reflecting the withdrawal of PPN 01/17 under PA2023:</p> <p>a) As set out above, Transparency Reports are removed from the definition of Transparency Information in the Core Terms;</p> <p>b) The definition of Transparency Reports is removed (Sch 1);</p>

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
Schedule		<ul style="list-style-type: none"> c) The references to these reports - “including the preparation of the Transparency Reports in accordance with Paragraph 1 of Schedule 24 (Reports and Records Provisions)” & “The Supplier agrees that any Information it holds that is not included in the Transparency Reports’ Is removed (cl. 20.3; cl. 20.6); d) Removing para 1 and Annex 1 to the Reports and Record Schedule (24) (see also above for the changes in respect of the guidance on the Steel PPN, which was also in this annex) (Sch 24, guidance).
Security Schedules & related security updates		
Security Management Schedule	New Security Management Schedule	<ul style="list-style-type: none"> a) Replacing the Security Management Schedule with an updated Schedule, divided into two options: <ul style="list-style-type: none"> a. Authority-led Assurance - for complex outsourced services when the Authority is in a position to assess Supplier systems; b. Supplier-led Assurance - for complex outsourced services when the Authority requires the Supplier to assess its own systems. b) This incorporates PPN 014: Updates to the Cyber Essentials, and PPN 012: Security Classifications Policy, as set out above.
Core Terms: Government Data and Security Requirements	System Requirements	<ul style="list-style-type: none"> a) Amending the system requirements clause so that it refers to the Supplier holding Government Data system being a secure system that complies with <i>Schedule 5, and the Security Requirements for Development</i>, along with the Security Requirements (cl 18.6) b) Moving this clause closer to the start of these security clauses (cl 18). <p>See below for the definition of “Security Requirements” amendments.</p>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
<p>Throughout the Contract; Definitions Schedule</p>	<p>Government Data Definition</p>	<p>a) Replacing the term “Authority Data” with “Government Data” throughout the contract (throughout);</p> <p>b) Updating the definition of “Government Data” to:</p> <p>“means any:</p> <p style="padding-left: 40px;">(a) data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;</p> <p style="padding-left: 40px;">(a) Personal Data for which the Authority is <i>a</i>, or the, Data Controller; or</p> <p style="padding-left: 40px;">(b) <i>any meta-data relating to categories of data referred to in Paragraphs (a) or (b);</i></p> <p>that is:</p> <p style="padding-left: 40px;">(c) supplied to the Supplier by or on behalf of the Authority; or</p> <p style="padding-left: 40px;">(d) that the Supplier is required to generate, <i>Process, Handle</i>, store or transmit under this Contract; and</p> <p><i>[for the avoidance of doubt includes the Code and any meta-data relating to the Code]</i>” (Sch 1).</p>
<p>Definitions Schedule; Security Management Schedule</p>	<p>Related Definitions for Security – elsewhere in the contract</p>	<p>a) Amending the definition of “Security Management Plan” so that it <i>“has the meaning given in Schedule 5 (Security Management)”</i> - and removing the highlighted para references in relation to the “Security Management Plan” as referenced in para (r)(i)(vi) of “Supplier Termination Event” (Sch 1);</p> <p>b) Adding a definition of “Security Requirements for Development” - referring to this term as defined in Appendix 2 of the Security Management Schedule (Sch 5) (Sch 1);</p> <p>c) Amending the reference to the Backup and Recovery Plan in the Service Continuity Plan and Corporate Resolution Planning Schedule (Sch 26) by replacing para 3.1.10 of Part A on data loss with <i>“the Backup and Recovery Plan prepared under Schedule 5 (Security</i></p>

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
		<p><i>Management</i>)” (para 3.1.10 of Part B in Sch 26);</p> <p>d) Amending the definition of “Authority System”/ “Buyer System” to the following definition (amended as required to suit contract language - e.g., using “Buyer” rather than “Authority” (Sch 1):</p> <p style="padding-left: 40px;"><i>“means the Authority’s information and communications technology system, including any software or Authority Equipment, owned by the Authority or leased or licenced to it by a third party, that:</i></p> <p style="padding-left: 80px;">(a) is used by the Authority or the Supplier in connection with this Contract;</p> <p style="padding-left: 80px;">(b) interfaces with the Supplier System; and/or</p> <p style="padding-left: 80px;">(c) is necessary for the Authority to receive the Services.”</p> <p>e) Definitions added for “Authority Equipment”/ “Buyer Equipment”, “Code”, “Developed System” and “Handle” (Sch 1);</p> <p>f) A definition of “Security Requirements” added, which refers to the term as defined in Appendix 1 of the Security Management Schedule (Sch 5) (Sch 1);</p> <p>g) In the Security Schedule, a definition of “Subcontractor” is added into the Schedule in place of the usual definition in the contract, for the purpose of the specific security schedule only (Sch 5);</p> <p>h) In the Security Schedule, a definition of “Supplier Personnel” is added into the Schedule in place of the usual definition in the contract, for the purpose of the specific security schedule only (Sch 5).</p> <p>See also the amendments to the definition of “Process” / “Processing” below.</p>

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
Core Terms: Government Data and Security Requirements	Backups / Copies of Government Data	(Subject to Sch 5) Amending the back-ups provision so that it refers to copies rather than back-ups and aligns with the approach to copies of Government Data set out in new Schedule 5. This refers to the Supplier ensuring that copies of Government Data are stored off-site in accordance with the Service Continuity Plan. It also refers to the Supplier shall ensure that such copies are available within 10 working days of a request via secure encrypted method (cl 18.5).
Service Levels Schedule	Removal of example patching KPI in Service Levels Schedule	Removing example Subsidiary Performance Indicator 2 (Vulnerability Patching Performance) from the table of Subsidiary Performance Indicators (Annex 1, Part A, Table 2 of Sch 3) and include additional guidance in Part A of Annex 1 that an Authority should not normally select as KPIs/PIs matters that fall within the scope of the Security Management Schedule, such as patching, as there is provision for a financial remedy in that Schedule (Part A of Annex 1 of Sch 3).
Core Terms: Performance Indicators	Clarifying remedies for loss/ corruption of Government Data	Making clear that the remedies for any KPI Failures resulting in corruption or loss of any Authority Data [now Government Data] are to include the indemnity in cl 21.1, along with the remedies under cl 18.7 (cl 7.3.2(c)(i)).
Core Terms: Supplier Personnel; Protection of Personal Data	Staff (Personnel) Vetting	Amending the clauses relating to vetting of Supplier Personnel” so that: <ul style="list-style-type: none"> a) These staff are required to be vetted in accordance with the security requirements set out in Schedule 5 (Security Management), and if no requirements are specified, to have BPSS or equivalent (cl 14.1.2(b)); b) The sub-clause on vetting is moved into a new clause which provides that the Supplier shall ensure vetting takes place in accordance with Schedule 5 (Security Management), and if there are no vetting requirements specified, Supplier Personnel are to have BPSS or equivalent (cl 14.1.2(b)) - new cl 14); c) Amending the references to the Processor taking all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data by referring to <i>including undertaking any vetting required by the Security Requirements</i>,

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
		and Personnel having undergone adequate training in the use, care, protection and handling of Personal Data (<i>including any training required by the Security Requirements</i>) (cl 21.6.3(b) and (b)(iv)).
Core Terms: Protection of Personal Data	Processor duties and security	<ul style="list-style-type: none"> a) Amending the reference to processing Personal Data only in accordance with Clause 18 (<i>Government Data and Security Requirements</i>), <i>this Clause 21 (Protection of Personal Data)</i>, as well as Schedule 31 (cl 21.6.1); b) Amending the reference to complying with Processor's duties to refer to <i>Schedule 5 and Schedule 31</i> as well as clause 21, Clauses 19 (<i>Confidentiality</i>) and 18 (<i>Government Data and Security Requirements</i>) (cl 21.6.3(b)(i)); c) Amending the requirements that the Processor give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment, which may include, at the discretion of the Controller - including intended measures to assess risks - by also requiring <i>assurance that those measures comply with any Security Requirements</i> (cl 21.5.4);
Core Terms: Government Data and Security Requirements	Moving clause - Complying with Sch 5 (Security Management)	Moving the clause that states the Supplier shall comply with Schedule 5 of cl 18 'Government Data and Security Requirements' to the start of clause 18 (cl 18.9)
Core Terms: Government Data and Security Requirements	Preservation of Government Data	Amending the preservation of Government Data clause to include <i>confidentiality and availability</i> , along with integrity (cl 18.4).
Core Terms: Government Data and Security Requirements	Proposed changes to Security Requirements – removing from core terms	Removing the clauses around proposed changes to Sch 5 (Security) and this being dealt with via Change Requests (cl 18.10-18.12).
Throughout the Contract – e.g., Core	Carving out certain Personal Data	<ul style="list-style-type: none"> a) Amending the requirement that the Supplier shall not store, copy, disclose, or use the Government Data except as necessary for the

General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
<p>Terms: Government Data and Security Requirements ; Exit Management Schedule</p>	<p>controlled/ owned by the Supplier from particular obligations</p>	<p>performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority - to carve out any Government Data <i>which is Personal Data in respect of which the Supplier is a Controller, or the Supplier has rights to hold the Government Data independently of the Contract</i> (cl 18.2);</p> <p>b) Carving out Government Data <i>which the Supplier is required to retain copies by Law; is Personal Data in respect of which the Supplier is a Controller; or the Supplier has rights to hold the Government Data independently of the Contract</i> so that, on termination or expiry, the Supplier would not need to cease to use or erase those classes of Government Data (paras 6.7.1 and 6.7.3 of Sch 25);</p> <p>There may be other instances in the contract where these changes have also taken place. Where appropriate, we have tried to exempt from deletion / erasure - data that the Supplier must legally retain, or otherwise has rights to.</p>
<p>Core Terms: Protection of Personal Data; Definitions Schedule; Processing Personal Data Schedule</p>	<p>Protective Measures</p>	<p>a) Amending the definition of “Protective Measures” so that it refers to the measures outlined in Schedule 5 (Security Management) <i>and Schedule 31 (Processing Personal Data</i> (Sch 1);</p> <p>b) Amending the reference to Protective Measures in the data protection clauses so that it refers to the measures <i>set out in Schedule 5 and Schedule 31</i> as well as those set out in cl 18 <i>and 21</i>, and noting that the Controller may, where a process is set out in those clauses / Schedules reasonably reject <i>in accordance with those clauses / Schedules</i> (cl 21.6.2);</p> <p>c) Amending the processing Personal Data table in the data protection Schedules/Annexes, noting that any Protective Measures are to be <i>in accordance with the Security Requirements</i> (table in para 1 to Sch 31).</p>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
Making the MSC Modular		
<p>Throughout; new Front Sheet; Core Terms; Parties & Introduction; Definitions and Interpretation; Term; Intellectual Property Rights; Confidentiality; Notices; Signature Block; Definitions Schedule; Service Continuity Plan and Corporate Resolution Planning Schedule; new Authority-Specific Terms Schedule</p> <p>Removed Schedules: Key Sub-contractors; Third Party Contracts; Software; Key Personnel; Commercially Sensitive Information</p>	<p>Making the MSC modular</p>	<ul style="list-style-type: none"> a) Adding a new Front Sheet for users to list applicable Schedules and some key aspects of the contract, including: the Parties and Introduction to the Contract, selecting which IPR provisions apply, which TUPE Parts apply (Part E is always mandatory), where notices should be sent, the signature block, specifying whether the contract is a Critical Service Contract; the Initial Term and the Extension Period. (Parties & Introduction, prior to Section A; cl 16; cl 42.3; signature block; Sch 1 and para 1.1 of Part B of Sch 26); b) Adding a new definition of the Front Sheet to the definitions Schedule: <i>“means the ‘front sheet’ included at the front of this Contract containing certain particulars of the Contract”</i> (Sch 1); c) Moving the content of Schedules relating to Notified Key Sub-contractors (Sch 10); Third Party Contracts (Sch 11); Software (Sch 12); and Key Personnel (Sch 29) into the Front Sheet and deleting these Schedules - and ensuring that where these Schedules are referenced throughout the contract, the Front Sheet is referred to instead (throughout the contract); d) Moving the content of Commercially Sensitive Information (Sch 9) into the Front Sheet (the table identifying the information), and into the core terms of confidentiality (the clauses setting out that the Parties have sought to identify the Supplier’s Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption and for how long, and that the Authority will in its sole discretion, acting reasonably, seek to apply the relevant exemption to the information) (cl 19) (cl 19 & Sch 9); e) Moving the precedence drafting from cl 1.3-1.4 of the Core Terms into the Front Sheet and updating this to reflect the new modular approach (cl 1.3-1.4); f) Making the Guarantee Schedule (Sch 30), new Authority-Specific Terms Schedule, and new

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		<p>Carbon Reduction Schedule (see below) optional, and selected via a tick box on the Front Sheet;</p> <ul style="list-style-type: none"> g) Amending the Service Continuity and CRP Schedule (Sch 26) and the Definitions Schedule (Sch 1) so that selecting whether a contract is a Critical Service Contract is done via the Front Sheet (Para 1.1 & 2,1 of Part B of Sch 26, Sch 1 definition of “Critical Service Contract”, new Front Sheet); h) Updating the condition precedent clause so that it is applied/disapplied via the Front Sheet and waiving compliance with the Condition Precedent (a guarantee) can also be done via the Authority not including Sch 30 (Guarantee) via the Front Sheet (cl 4.2); i) Adding guidance as to how the contract now works as a modular contract and the optional schedules - including the fact that the Authority should complete as much of this as possible early on, including selecting the relevant applicable schedules and options before going out to tender, so that bidders know what is expected of them and what basis they should prepare their bids on (guidance doc and new Front Sheet); j) Updating the definitions to refer to the Front Sheet rather than previous Schedules /Clauses /Paragraphs (which have since been moved to the Front Sheet) (Sch 1); k) Adding in a definition of “Third Party Contracts” which refers to “a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services, as listed in the Front Sheet” (Sch 1); l) Renumbering the schedules in light of the removal / addition of schedules (throughout the contract). <p>We have retained the schedules in both combined and separate forms.</p>
New Front Sheet; Core Terms: Definitions	Department-Specific Terms Schedule	<ul style="list-style-type: none"> a) Adding a new blank/holding place Schedule for Departments to include their own Department-Specific terms, which override the core terms and schedules in the event of any conflicts

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<p>and Interpretation; new Authority-Specific Terms Schedule.</p>		<p>(new Schedule);</p> <p>b) The new blank Schedule refers to example HMRC terms, which are to be developed and published by HMRC, and included in the MSC in future. We have made it clear in guidance that these are for HMRC's use only, and that other Departments need not use them (new Schedule);</p> <p>c) This blank Schedule is listed in the new Front Sheet as optional, and is listed in the precedence drafting after the new Cover Sheet and before the Core Terms and Schedules (Front Sheet; Cl. 1.3-1.4).</p>
<p>Updates in Law - Data Protection / GDPR</p>		
<p>Core Terms: Protection of Personal Data; Definitions Schedule; Change Control Schedule; Processing Personal Data Schedule</p>	<p>GDPR - UK-US Data Bridge (partial adequacy)</p>	<p>a) Adding sub-clauses in relation to transfers of Personal Data outside of the UK and/or EEA requiring that, before any Personal Data can be transferred to any US-based Suppliers (and any relevant US-based subcontractors), and the US Data Privacy Framework is being relied on, they must be self-certified and continue to be self-certified on the US Data Privacy Framework, and notify the Authority immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of the position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms (cl. 21.6.4(a));</p> <p>b) Adding a specific termination right to ensure that the Authority can terminate the contract where US-based Suppliers and Subcontractors are no longer self-certified on the Framework / the Framework is no longer available and the Supplier does not put in place alternative data transfer mechanisms in place or do not inform the Authority of any changes to their certification status on the Framework. Where terminating on this ground, the Authority pays any outstanding charges, nothing further (cl.</p>

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		21.6.4(a)(iii) and see cl 32.5).
Throughout the Contract; Definitions Schedule.	Process/ Processing definitions - alignment	Adding the definition of Processing, also referring to Process in that definition and using the defined terms throughout; (Sch 1, throughout).
Processing Personal Data Schedule	Joint Controller Agreements ('JCA') - cover other regulatory authorities as well as ICO	In the JCA (aside from where there is a specific reference to the Information Commissioner/ICO in the context of transfers (e.g., to the IDATA)), where the Information Commissioner/ICO is referenced, also reference "any other regulatory authority" (para 3.1(b)(i) and (iv) and throughout para 7 of Annex 1 of Sch 31)
Updates in Law - TUPE / Staff Transfer		
Staff Transfer Schedule	Various updates to TUPE Schedules - typos, clarifications, ELI	<p>In the Staff Transfer Schedule:</p> <ul style="list-style-type: none"> a) Amending the guidance at the start of the Staff Transfer Schedules stating that "For <i>Central Government Authorities</i> further guidance on this Schedule contact Government Legal Department's Employment Law Group" and in respect of Part C: "<i>Note legal Part C can be amended to so that the indemnities are only given in respect of Authority employees; again, legal advice should be taken.</i>" (Sch 28); a) In Part C, para 2.2, amending the reference from 15 working days to the <i>period(s)</i> specified in para 1.4, as this may be longer than 15 working days (para 2.2 of Part C Sch 28); b) In the MT, amending the definition of "Staffing Information", so it is defined as follows: <i>In relation to all persons identified on the Provisional Supplier Personnel List or Final Supplier Personnel List, as the case may be, the information required in Annex E2: Staffing Information in that format together with employee liability information specified in regulation 11(2) and 11(3) and if applicable 11(4) of the Employment Regulations and such other information as the Authority may reasonably require . The Authority may acting reasonably make changes to the format or information requested in Annex E2: Staffing Information from time to time.</i> In the MT, the same changes apply, except the term "Staff" is

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
		<p>used in place of “Personnel” (para 1.1 Sch 28);</p> <p>c) Amending references throughout the Schedule to the “Supplier’s Provisional Supplier Personnel List” and the “Supplier’s Final Supplier Personnel List” so these are just the “Provisional Supplier Personnel List” and “Final Supplier Personnel List” - in the MT, the same changes apply, except the term “Staff” is used in place of “Personnel” (throughout Sch 28);</p> <p>d) Replacing the references throughout the Schedule to “discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief” - replacing these with references to contravening the Equality Act or predecessor/successor legislation (Sch 28);</p> <p>e) Referencing Reg 10 of TUPE rather than Reg 10(2) of TUPE (para 2.1 of Part E of Sch 28);</p> <p>In Part E (TUPE on exit) of the Staff Transfer Schedule:</p> <p>f) Clarification of the requirement to apportion “holiday pay”, to make it clear it is payment for holiday accrued but not taken (para 2.2 of Part E of Sch 28);</p> <p>g) Amending when outgoing supplier’s obligations for pay etc finish - up to, but <i>excluding</i> transfer date, not <i>including</i> (para 2.2 of Part E of Sch 28);</p> <p>h) Amending the descriptions of the documentation the outgoing supplier must provide to the incoming supplier about any transferred employees within 5 Working Days following the Service Transfer Date (para 1.7 of Part E of Sch 28):</p> <ol style="list-style-type: none"> a. Minor amends to description of pay slip data - removing the word “copy” (clarity, no substance change); b. Amends to description of tax code details to make it clear that the updated tax code (as at transfer date) is to be provided if it has changed since the code was previously provided; c. Amends to description of voluntary

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		<p>deductions from pay to make it clear that updated deductions info (as at transfer date) is to be provided if it has changed since the info was previously provided;</p> <p>d. Minor amends to the description of personnel file and other records - changed by 'any' to 'the' and 'all';</p> <p>e. Minor amends to description of working hours/minimum wage record keeping information - from "a complete copy" to "all" (clarity, no substance change) as well as updating the reference from "National Minimum Wage Regulations 1998" to "National Minimum Wage Regulations 2015";</p> <p>f. Amends to description of payroll-related account details to make it clear that updated details (as at transfer date) is to be provided if it has changed since the details were previously provided</p> <p>i) Changing from - "an" to "any" (para 2.4 of Part E of Sch 28);</p> <p>j) Minor amendments to reference employees resigning pre-transfer as a result of detrimental changes to t&cs of employment, as well as working conditions proposed by the incoming supplier. This clause deals with the fact that the outgoing supplier's indemnity to the incoming supplier does not cover claims arising from these types of resignations where they were caused by the incoming supplier (para 2.4.1 of Part E of Sch 28 - to better reflect the wording in para 2.12.4 of Part E)</p> <p>k) Minor amendment to include words "or otherwise" after the words "or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations". This clause deals with the Authority procuring that the incoming supplier will indemnify the outgoing supplier, including re: liabilities arising from proposals from the incoming supplier to changes to t&cs of employment or working conditions of transferring employees* after transfer (*or any person identified in the Final Supplier</p>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
		<p>Personnel List who would have been a transferring employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations or otherwise) before the Service Transfer Date as a result of or for a reason connected to such proposed changes (para 2.12.4 of Part E of Sch 28).</p>
<p>Definitions Schedule; Exit Management Schedule; Staff Transfer Schedule</p>	<p>Amendments to the Exit Schedule to align with TUPE Schedules</p>	<p>In the Exit Management Schedule:</p> <ul style="list-style-type: none"> a) Adding in a reference to the information required to be provided under Schedule 28 (Staff Transfer) in the limb of the definition of “Exit Information” dealing with information about Transferring Supplier Employees (para 3.1.6 of Sch 25); b) Allowing for the different time limits for providing TUPE information as set out in Schedule 28 (Staff Transfer) by adding “or such other time limits as may be specified within this Contract” after the requirement for Suppliers to provide updates to Exit Information within 10 Working Days of an Authority request (para 3.3.2 of Sch 25); c) Amending the provision around any notice given or received by the Supplier to/from TUPE-ing employees, by noting that this must only be given “on disciplinary grounds in accordance with paragraph 1.5 (f) of Part E of Schedule 28 (Staff Transfer)” and replacing the reference to “Staffing Information” with the “Provisional Supplier Personnel List”. Also creating a definition of “Provisional Supplier Personnel List” in the Definitions Schedule (given its use outside the Staff Transfer Schedule), referring to the definition as set out in the Staff Transfer Schedule (para 8.4 of Sch 25; Sch 1). <p>In the Staff Transfer Schedule:</p> <ul style="list-style-type: none"> d) Adding some guidance at the start that in relation to ELI information in Part E, the Exit Management Schedule (Schedule 25) provides that the Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than 4 updates to ‘Exit Information’ in any 6-month period (Sch 28).

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
Core Terms: Key Supplier Personnel	Amendments to the Key Supplier Staff provisions to align with TUPE Schedule	Adding in wording stating that the Key Supplier Personnel provisions are in addition to and not in substitution for the employment exit provisions of the Staff Transfer Schedule (new para in cl 14).
Definitions Schedule	Aligning to the termination right around Part D Pensions of the Staff Transfer Schedule across the contract	Amending the Authority termination right around admission agreements and Part D so that it says that the Authority is entitled to terminate where there is a material default in line with Paragraph 7 of Part D of the Staff Transfer Schedule (if used) (limb (o) in the definition of "Supplier Termination Event" in Sch 1).
Core Terms: Third Party Rights; Staff Transfer Schedule	Contract Rights of Third Parties Act and TUPE alignment (CRTPA)	<ul style="list-style-type: none"> a) Updating the reference from para 6.9 of Sch 25 (Exit Management) to para 7.9 of that Schedule (cl 41.1); b) Adding guidance into the start of the Staff Transfer Schedule stating that some paragraphs of this Schedule are referred to in the "Third Party Rights" section of the Core Terms, and care should be taken to update these references if there is any renumbering in this Schedule (Sch 28).
Core Terms: Staff Transfer	Reference to the Staff Transfer Schedules – simplifying	Replacing the description of the Staff Transfer Schedule and how the different Parts apply with a simpler provision stating that "the Parties agree that on commencement of the Services or any part of the Services the applicable Parts of Schedule 28 (Staff Transfer) shall apply as set out in Section 10 of the Front Sheet; and Part E of Schedule 28 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services" (cl 14).
Guidance		
Exit Management Schedule	EWA guidance	Adding guidance advising that before the EWA is used for wider public sector use (non-Central Government) its suitability should be reviewed, and it may need to be amended (Sch 25).

General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
New Authority Specific Terms Schedule	Guidance on use of Authority-specific terms	Adding guidance to this new schedule to state that these terms may be used where required, and where these are relevant and proportionate, and that the Authority should take care before adding a large number of these terms, bearing in mind that adding these clauses could slow down the negotiation of the contract, and make it more complex. The Authority should also ensure these comply with relevant guidance such as the PPNs and the Sourcing and DDAT Playbooks, and should avoid including terms which are already sufficiently covered in the contract, unless these are mandatory for the relevant Authority, or there has been a deliberate decision to amend the existing terms (new Authority Specific Terms Schedule).
New Front Sheet	Critical Service Contract categorisation guidance	Amending the guidance on when a contract is a Critical Service Contract, so that it states: "A Critical Service Contract is a service contract which the Authority considers should be classed as a Critical Service Contract or critical supplier contract. The Authority may choose to categorise these contracts as Gold contracts using the Cabinet Office Contract Tiering Tool, available on the Knowledge Hub." (new Front Sheet).
Delay Payments		
Charges & Invoicing Schedule	Delay payments	<ul style="list-style-type: none"> a) Making it clearer how long delay payments accrue for - amending a typo so that the drafting states that delay payments accrue from the (missed) milestone date to the <i>earlier</i> [not the <i>later</i>] of the date the milestone is achieved or the expiry of the delay deduction period (max cap of 100 days) (para 1.1.2 of Part C of Sch 15); b) Clarifying that in relation to delay payments being dealt with by issuing a credit note and by paying a sum - the credit note is for accounting purposes and the money is for the payment (para 1.7.1 of Part C of Sch 15); c) Amending the description of delay payments being a genuine pre-estimate of the Losses which the Authority will incur as a result of any failure by the Supplier to Achieve the relevant Key Milestone by the Milestone Date - this instead aligns with the Mid-Tier drafting and state that <i>"the Supplier acknowledges and agrees that any Delay Payment is a price</i>

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		<p><i>adjustment and not an estimate of the Loss that may be suffered by the Authority as a result of the Supplier's failure to Achieve the corresponding Milestone.</i>" (para 1.6 of Part C of Sch 15);</p> <p>d) Removing the concept of advance delay payments (but retaining delay payments as a concept, and the different delay payment rates for the 3 different amounts of notice given by the Supplier (removing paras 1.3-1.5 of Part C of Sch 15 and the reference to para 1.3 in para 1.7 of Part C of Sch 15).</p>
Allowable Assumptions & Due Diligence		
Core Terms: Due Diligence	Due diligence - drafting (and Allowable Assumptions ('AAs'))	<p>a) The wording "<i>subject to the Allowable Assumptions</i>" to be removed from the terms around due diligence. Instead, AAs should be relied upon as a price adjustment mechanism within the Charges (cl 2.1);</p> <p>b) Adding a sub-clause into the due diligence clause setting out that the Supplier will not be excused from performance of obligations or entitled to recover any additional costs or charges, arising as a result of certain aspects - to include "any assumptions made by the Supplier in respect of the Services other than the Allowable Assumptions" (cl 2.2 - new cl 2.2.3.4).</p>
Miscellaneous Other Updates (Substantive)		
Core Terms: Financial and Taxation Matters	Charges representing whole amount payable and cover incidental and connected costs	Adding a new clause to the Charges and invoicing section stating that "For the avoidance of doubt, the Charges represent all of the charges that can be levied by the Supplier in respect of the provision of the Services in accordance with this Contract, and the Supplier shall, at no additional cost to the Authority, be responsible for providing any services, functions and responsibilities that are both necessary for and incidental to the proper performance by the Supplier of the Services, unless there is an express right for the Supplier to vary or levy additional charges." (new cl 10.4).
Definitions Schedule	Sums in £ unless otherwise stated	Adding a new sub-para to para 1.3 on interpretation of the contract stating that "any monetary sums set out in this Contract shall (unless expressly stated otherwise) be in pounds sterling." (new para 1.3.14 of Sch 1).

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Definitions Schedule	Supplier Personnel definition	<p>The Definition of “Supplier Personnel” is updated to say (Sch 1</p> <p><i>“means any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor, in the management or performance of the Supplier’s obligations under this Contract.”</i></p>
Financial Distress Schedule	Amending requirement for board confirmation for all financial statements when this is unachievable in certain circumstances	<p>a) Amending para 8 of Sch 18 (Board Confirmation) by adding clauses stating that where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of the Schedule due to the Board not meeting within the requisite timescales, or the unavailability of the Board within these timescales, the Supplier may instead provide confirmation to the Authority from an Authorised Representative in the form set out at Annex 4 of this Schedule (amended to refer to the authorised representative in place of the Board), confirming that to the best of the Authorised Representative’s knowledge and belief, it is not aware of and has no knowledge that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event (Sch 18);</p> <p>b) Also noting that where an Authorised Representative provides confirmation, Paragraphs 8.1-8.3 and 8.6 apply, and the references to the Board and Board Confirmation are to be read as references to the Authorised Representative and the Authorised Representative confirmation provided under paragraph 8.4 (Sch 18).</p>
Core Terms: Limitations on Liability	Liability for bribery cannot be limited	Amending the provision stating that liability for fraud and fraudulent misrepresentation are not limited, by also adding bribery to this list (cl. 23.1.1).
Core Terms: Consequences of Expiry or Termination	Clauses surviving expiry or termination - including	Adding wording to the General Provisions on Expiry or Termination, to cover not only the listed provisions but also “such other provisions which are expressly or by implication required to survive termination or expiry” (cl. 32).

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General Contract Reference	Area	Change and Specific Contract Reference (previous v 2.1 specific references, v 2.2 may be slightly differently numbered, including Schedule numbering)
	those required to survive	
Definitions Schedule	Documents as varied incorporated	Adding a new sub-para to para 1.3 on interpretation of the contract stating that “a reference to a document (including this Contract) is to that document as varied, amended, novated, ratified or replaced from time to time” (new para 1.3.13 of Sch 1).
Standards Schedule	Updated Web Content Accessibility Guidelines ('WCAG')	Updating the reference to “the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA”, so it references the latest version 2.2, and <i>future versions as updated from time to time</i> (para 6.1 of Sch 4).
Core Terms: Power of Attorney	Removing Power of Attorney ('POA') terms & replacing with guidance	Removing clause 5.13 of the Core Terms, and adding in guidance to the MSC Guidance document with the clause and stating that if Authorities require this drafting, they should add it on a case-by-case basis, and that they will need to sign the MSC as a Deed (cl 5.13, guidance).
Core Terms: Government Data and Security Requirements	Aligning approach to corrupted, lost, degraded Government Data	Making clearer that the clauses requiring restoration of Government Data in case of Supplier Default apply in each case of a) corrupted, b) lost, or c) degraded Government Data (MSC: cl 18.17).
Definitions Schedule	Reference to / definition of the term Law	Amending the para about how to interpret the reference to a Law, so it states: “a reference to <u>a</u> Law includes a reference to that Law as <i>modified</i> , amended, extended, consolidated, replaced or re-enacted (including as consequence of the Retained EU Law (Revocation and Reform) Act 2023) from time to time <i>before or after the date of this Contract and any prior or subsequent legislation under it</i> (para 1.3.4 of Sch 1).
Minor / Clarificatory Changes / Amendments Resulting from Other Changes		
Financial Distress Schedule	Guidance in 'Specific Methodology' section to calculations of the Financial	Adding the following guidance in Schedule 18, Annex 3, under the heading 'Specific Methodology': “Refer to paragraph 5.1 of this Schedule for calculations of the Financial Indicators.” (Sch 18).

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	Indicators'	
Definitions Schedule	Supplier Termination Event - correcting cross references	Replacing the reference to clause 23.6(a) in limb (c) of the definition of "Supplier Termination Event" with clause 23.4.4 (limb (c) of definition of "Supplier Termination Event" Sch 1)
Core Terms: Consequences of Expiry or Termination	Consequences of expiry / termination - correcting cross references	Removing the reference to clause 31.1.13 (Authority can terminate if a Force Majeure Event endures for a continuous period of more than ninety (90) days) from cl 32.5, as it is already referenced in cl 32.6 (cl 32.5). Where terminating on this ground, costs will lie where they fall.
Core Terms: Performance Failures	Typo – KPI failure	Replacing "and" with "and/or" when listing KPI Failure results which exempt Service Credits being the Authority's exclusive financial remedy for a KPI Failure, so it is clear that this exemption can apply where one or more of the KPI failure scenarios occurs (cl 7.3).
Core Terms: Due Diligence	Charges and Costs - defined terms	Amending cl 2.2 to refer to the defined terms "Costs" and "Charges", rather than the undefined ones (cl 2.2).
Throughout the Contract	Term 'Material Default' - updating	Throughout the contract, amend the references to "Material Default" - so they read "material Default", as "Material Default" is not a defined term in the contract.
Definitions Schedule	Typos - Crown Bodies	Amending the reference to "where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole" to say "where the <i>Authority</i> is a Crown Body it shall be treated as contracting with the Crown as a whole" <i>the Supplier</i> shall be treated as contracting with the Crown as a whole (para 1.3.12 Sch 1).
Throughout the Contract	Updating Terminology - "Balanced Scorecard Report"	Updating the term "Balanced Scorecard Report" throughout the definitions and rest of the Contract - as this term is referenced in PPN 09/16, which is now withdrawn, and may cause confusion (although the wording in the MSC does not implement this PPN). Replacement wording is "Balanced Sustainability Report" (throughout, but largely in Core Terms, Sch 1, Sch 3 and Sch 24).
Throughout the Contract –	Definitions	Where not already mentioned elsewhere in this table, amending the definitions in the contract as required, to

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e.g., Definitions Schedule		reflect all of these changes (Sch 1 & throughout the contract).
Reports and Records Schedule	Reports and records updates	Where not already mentioned elsewhere in the table, amending any provisions in this schedule as required, to reflect all of these changes (Sch 24).
Throughout the Contract	Cross-references	Where not already mentioned elsewhere in the table, amending all cross-references as required, to reflect all of these changes.
Throughout the Contract	Guidance	Where not already mentioned elsewhere in the table, amending the guidance in the contract, to reflect all of these changes.
Throughout the Contract	Typos	Where not already mentioned elsewhere in the table, fixing typos in the contract.
Scottish version of contract	Scottish law updates	<ul style="list-style-type: none"> a) As set out above, the Scottish version is staying the same with respect to PA 2023 changes (it is still subject to the Scottish PCRs); b) Updating the Scottish version of the MSC to reflect other changes as set out here, as amended to comply with Scottish law; c) Updating the Scottish version of the MSC to fix some errors, e.g., by removing cl 21.31 in the Protection of Personal Data Core Terms, as this is no longer contained in the English & Welsh version.