



# **Mid-Tier Contract – Guidance for Buyers**

**For use under the Procurement Act 2023**

**Version 1.3A (2025)**

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## Introduction

This guidance accompanies the Mid-Tier Contract v 1.3 (2025) which has been developed by the Cabinet Office and the Government Legal Department (GLD). This document gives context to the clauses, schedules and the important areas for consideration. It is useful to look at this guidance document alongside the Mid-tier Contract when choosing a model form of contract.

This guidance is for the version of the Mid-Tier Contract published for use under the Procurement Act 2023. If you are procuring under the Public Contracts Regulations 2015, please see the previous version of the contract (v 1.2 (2023)) and any related documents, including the guidance document.

If you have any comments about this document, please email the Cabinet Office Standard Contracts team at [modelservicescontract@cabinetoffice.gov.uk](mailto:modelservicescontract@cabinetoffice.gov.uk).

The Mid-Tier Contract was first published in December 2019 (v1.0), and it was designed to complement the ever-growing suite of government contracts available for use e.g., the Short Form Terms (now the Short Form Contract), the CCS Public Sector Contract (PSC), and the Model Services Contract. It was created to sit between the Short Form Contract and the Model Services Contract and is intended for simple to semi-complex requirements that are above public procurement thresholds and up to a total contract value of £20m. The Mid-Tier Contract is a bilateral contract (for use between two parties) for goods and/or services.

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

See PPN013 – Using Standard Contracts and future PPNs for more detail about the use of the Mid-Tier Contract and the other standard contracts.

## Contract Selection Guide

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

### Factors to consider when choosing the right contract












<b>Model Services Contract</b>	<b>Mid-Tier Contract</b>	<b>Short Form Contract</b>	<b>Public Sector Contract or existing Framework Contract (provided by Crown Commercial Service)</b>
A set of standard terms that may act as a starting point for negotiation on complex and/or high value services	A set of fixed core terms with modular, optional schedules for non-complex services or high value goods	A set of fixed terms for less complex, lower value goods or services	A framework contract of fixed core terms with modular, optional schedules for common goods and services
<ul style="list-style-type: none"> <li>✓ Where the Supplier is capable of carrying out the significant obligations contained within it</li> <li>✓ Acquisition of services</li> <li>✓ Where contract charges exceed £20m</li> <li>✓ Where contract poses a high financial risk to the Authority</li> <li>✓ Where failed delivery of the contract poses a reputational risk to the Authority such as critical or public facing requirements</li> </ul>	<ul style="list-style-type: none"> <li>✓ Where contract charges exceed the relevant procurement thresholds. Can also use for below-threshold if appropriate and proportionate</li> <li>✓ Use of a framework is inappropriate due to high level of financial or supply risks or where modifications to the contract could be substantial or a framework does not exist</li> <li>✓ Where what is being delivered is bespoke or other than business as usual</li> </ul>	<ul style="list-style-type: none"> <li>✓ For the provision of non-complex goods or services.</li> <li>✓ Total contract value is below the relevant procurement thresholds (You may consider using the Short Form for some simple above-threshold procurements. See the Short Form Contract Guidance document for more details)</li> <li>✓ Where a framework does not exist for</li> </ul>	<ul style="list-style-type: none"> <li>✓ When you would prefer to use a framework contract as your route to market</li> <li>✓ For the procurement of goods or services which are common across the public sector</li> <li>✓ Where a suitable framework has been set up by the Crown Commercial Service to procure those goods or services</li> </ul>

<b>Model Services Contract</b>  A set of standard terms that may act as a starting point for negotiation on complex and/or high value services	<b>Mid-Tier Contract</b>  A set of fixed core terms with modular, optional schedules for non-complex services or high value goods	<b>Short Form Contract</b>  A set of fixed terms for less complex, lower value goods or services	<b>Public Sector Contract or existing Framework Contract (provided by Crown Commercial Service)</b>  A framework contract of fixed core terms with modular, optional schedules for common goods and services
<ul style="list-style-type: none"> <li>✓ Use of a framework is inappropriate due to high level of financial or supply risks or where modifications to the contract could be substantial or a framework does not exist</li> <li>✓ Where what is being delivered is highly complex, bespoke or other than business as usual</li> <li>✓ Where there is a significant transfer of resources (people, assets, etc) from the Authority or an incumbent Supplier to a new Supplier</li> <li>✓ Where there is a significant business service or technology transformation</li> <li>✓ The requirement justifies the use of professional, commercial, legal or negotiating resources</li> </ul>	<ul style="list-style-type: none"> <li>✓ Where there is a non-complex transfer of resources (people, assets, etc) from the Authority or an incumbent Supplier to a new Supplier</li> </ul>	<p>what you want to buy</p>	<ul style="list-style-type: none"> <li>✓ When the appropriate contractual provisions are already drafted for you to include</li> <li>✓ Where you are an Authority listed in the framework contract notice</li> </ul>







<b>Model Services Contract</b>  A set of standard terms that may act as a starting point for negotiation on complex and/or high value services	<b>Mid-Tier Contract</b>  A set of fixed core terms with modular, optional schedules for non-complex services or high value goods	<b>Short Form Contract</b>  A set of fixed terms for less complex, lower value goods or services	<b>Public Sector Contract or existing Framework Contract (provided by Crown Commercial Service)</b>  A framework contract of fixed core terms with modular, optional schedules for common goods and services
<ul style="list-style-type: none"> <li>✗ For construction contracts</li> <li>✗ Acquisition of commodities and goods (other than where these are ancillary to a service)</li> <li>✗ Where a suitable Crown Commercial Service framework exists to facilitate the procurement.</li> <li>✗ For grants</li> </ul>	<ul style="list-style-type: none"> <li>✗ For construction contracts</li> <li>✗ Where (complex services) contract charges exceed £20m</li> <li>✗ Where a suitable CCS framework exists to facilitate the procurement.</li> <li>✗ For grants</li> </ul>	<ul style="list-style-type: none"> <li>✗ For construction contracts</li> <li>✗ For complex contracts</li> <li>✗ When you need to transfer assets or people</li> <li>✗ Where a suitable Crown Commercial Service framework exists to facilitate the procurement</li> <li>✗ Where contract charges exceed the relevant procurement thresholds (with some exceptions)</li> <li>✗ For grants</li> </ul>	<ul style="list-style-type: none"> <li>✗ For highly bespoke requirements</li> <li>✗ When you need to make modifications to the call-off contract that could be considered substantial.</li> <li>✗ For grants</li> </ul>

### Further factors to consider when choosing the right contract

	<b>Model Services Contract</b>	<b>Mid-Tier Contract</b>	<b>Short Form Contract</b>	<b>Comments</b>
	A set of standard terms that may act as a starting point for negotiation on complex and/or high value services	A set of fixed core terms with modular, optional schedules for non-complex services or high value goods	A set of fixed terms for less complex, lower value goods or services	
<b>WHO CAN USE – NON-GEOGRAPHIC</b>				
For use by “ <u>Contracting Authorities</u> ” as defined by Procurement Act 2023 “PA2023”	✓	✓	✓	<p>Not to be used by 2x private parties.</p> <p>Note that the contracts reflect the requirements of relevant PPNs, which apply to all central government departments, their executive agencies and non-departmental public bodies, so the contracts may reflect additional PPN-based requirements than are technically required for other non-central government bodies/ local government (e.g., additional</p>

				prompt payment requirements, carbon reduction requirements).
Schools	 (could use with amends)	 (could use with amends)	 (could use with amends)	Could be used, but will include additional obligations that are not needed for schools so users may like to amend to remove these (e.g. implied prompt payment terms, and for the Short Form - below-threshold terms) - see <a href="#">Procurement Act 2023 Knowledge Drop for contracting authorities - schools</a>
<b>WHEN CAN BE USED – THRESHOLDS; EXEMPTIONS</b>				
For use for “public contracts” ( <u>above threshold</u> , not exempted) as defined by PA2023	 (suggested ~£20m+ TCV)	 (above-threshold to suggested ~£20m TCV)	 (only for some simple above-threshold procurements) – see below	Valuation is max payable (include options & extensions) and incl. VAT
For use for contracts ( <u>below threshold</u> , not exempted) – “procurement” as defined by PA2023		Likely  , but could be used for some more complex below-threshold procurements		
For use for “ <u>convertible contracts</u> ” (below-threshold converted into above-threshold)		 (if it is possible for contract to become convertible,	Suggest using Mid-Tier, could use Short Form ‘at own risk’ (but may be missing some terms once it becomes	See guidance on convertible contracts below.






		consider using Mid-Tier)	convertible – may need to be amended)	
For use for <u>exempted procurements</u>				<p>E.g., for counterparty and subject-exempted contracts – e.g., horizontal &amp; vertical arrangements, purchase of land/building, loans financial services etc.</p> <p>Could be used, but may imply additional obligations that are not needed. There may also be some additional provisions which would be required for some of these types of transactions, e.g., for land and buildings or financial services, which would need specialist input.</p>
<b>WHEN CAN BE USED – FOR BUYING WHAT?</b>				
For buying Goods/Services when there is a <u>suitable Govt Framework</u>				Use suitable Framework instead
For use for buying (bespoke) <u>Goods</u>	 (if ancillary to services)			

For use for buying (bespoke) <u>Services</u>	✓ (especially complex outsourcing)	✓	✓	
For use for <u>Construction</u> / buying <u>Works</u>	✗	✗	✗	Use industry-specific contracts
For Concession contracts	✗	✗	✗	These contracts are not generally set up for concession contracts. They will also include additional obligations under the PA2023 that are not needed (e.g. implied prompt payment terms, and KPIs) see <a href="#">Procurement Act 2023 Knowledge Drop for contracting authorities - concession</a>
Defence & Security	✗	✗	✗	
Utilities	✗	✗	✗	
For buying under the Provider Selection Regime (PSR)	✗	✗	✗	
For use for mixed procurements	✗	✗	✗	Because not suitable for Works / or special regime contracts / or PSR buying
<b>WHEN CAN BE USED – PROCUREMENT PROCEDURE?</b>				
Frameworks	✗	✗	✗	

<b>Dynamic Markets</b>	✓	✓	✓	
<b>Open</b>	✓	✓	✗  (If using for simple above-threshold - can use for Open. If below-threshold, Buyer is not obliged to undertake a particular competitive procedure, but may choose to invite tenders).	
<b>Competitive Flexible</b>	✓	✓	✗  (If using for simple above-threshold - can use for Competitive Flexible. If below-threshold, Buyer is not obliged to undertake a particular competitive procedure, but may choose to invite tenders). Will need to consider proportionality.	
<b><u>Direct Award</u> (except User Choice contracts)</b>	✓	✓	✓  (NB: rules in s.41-43 and the justifications in	

			Schedule 5 PA 2023 would not be applicable for any below-threshold procurements).	
<b>Direct Award - <u>User Choice contracts</u></b>	 (could use with amends)	 (could use with amends)	 (NB: rules in s.41-43 and the justifications in Schedule 5 PA 2023 would not be applicable for any below-threshold procurements).	Could be used, but will include additional obligations that are not needed for direct award - user choice contracts so users may like to amend to remove these (e.g., publishing Contract Termination Notices as a consequence of termination in the MSC & Mid-Tier)
<b>Light Touch</b>	 (could use with amends)	 (could use with amends)	 (could use with amends)	Could be used, but will include additional obligations that are not needed for light touch contracts so users may like to amend to remove these (e.g. KPIs) - see PA2023 Knowledge Drop for contracting authorities - <a href="#">light touch</a>
<b>WHEN CAN BE USED – GEOGRAPHY</b>				
<b>England &amp; Wales</b>				
<b>Scotland</b>	 (Scottish Version of MSC	 (Use Scottish Schedule –		Note: may need to change drafting

	only – keeps Scottish PCR provisions)	effectively undoes PA2023 updates and keeps Scottish PCR provisions)		reflecting PPNs to reflect SPPNs instead
Northern Ireland ('NI')		 (Use NI Schedule)		Note: may need to change drafting reflecting PPNs to reflect NI PPNs instead

## Other considerations

### Contract Tiering Tool

There is a [Contract Tiering Tool](#) (for internal Government use only) which can help classify the contract (gold / silver / bronze) by assessing three criteria: value, complexity and level of risk. This tool can also help determine the criticality and level of contract management required. Most “gold-tier” contracts may require the use of the Model Services Contract.

### Resolution Planning

A consideration to be made when using any form of contract is whether the preferred Supplier is heavily dependent upon the public sector or the contract is specified as being a Critical Service Contract. If so, please consider measures that will be required for Resolution Planning. For more, please refer to the 'Resolution Planning Guidance Note' and any other Resolution Planning guidance published with the [Sourcing Playbook](#) on GOV.UK. There is an optional Corporate Resolution Planning Schedule in the Mid-Tier Contract.

## How to Use the Contract

Prior to advertising the opportunity to the market, as a Buyer you will need to 'build' the Mid-Tier contract.

The Mid-Tier is modular, meaning it is made up of the Core Terms, the Award Form, several mandatory schedules, and several optional schedules that you can choose to include, or not, depending on the requirement. You will need to do the following:

- 1) Read the Core Terms – these will underpin the contract;
- 2) Review the Award Form, reading the guidance notes and completing it where necessary e.g., including any Special Terms, or references to any internal policies etc;
- 3) Read the Mid-tier Schedule Summary (below) and decide which optional schedules to include alongside the mandatory schedules, deleting those you don't want to include from the 'Incorporated Terms' section of the Award Form;
- 4) Ensure you've been through the guidance notes embedded in the Award Form and schedules themselves, and have amended or inserted information according to their requirements e.g., Specification, Charges etc

## Extra Notes/Considerations:

### Procurement Act 2023

1. The 2025 updates to this Contract to align with the Procurement Act 2023 include updated transparency, termination, conflicts of interest, exclusions, KPIs, electronic invoicing, subcontracting, and prompt payment provisions. We have also updated legislative references. See the specific list of changes published with this Contract for further details. These changes are summarised as follows:

<b>References &amp; Terminology</b>	Updated references from Public Contracts Regulations 2015 ('PCRs') to the Procurement Act 2023 ('the Act') (and removed the clause about putting together the contract in previous cl. 2.1)
<b>Ethical Wall Agreement ('EWA') template in Exit Management Schedule</b>	EWA added to the Exit Management Schedule. Reflects new Act in terms of objectives and terminology
<p><b>Updates to the definition of "Transparency Information" to allow publication of relevant information / notices / documents under the new Act, Regulations, &amp; any PPNs</b></p> <p><b>Allowance for redactions under s94 (national security &amp; sensitive commercial information without overriding public interest in disclosure) &amp; s99 (contravening UK data protection legislation) of the Act</b></p> <p><b>Accompanying updates to the provisions 'What you must keep confidential' and 'When you can share information', as well as in relation to Supplier Commercially Sensitive Information.</b></p>	<p>Updates to this definition will allow publication of the following on Find a Tender:</p> <ul style="list-style-type: none"> <li>• Contract Details Notice under s53(1) of the Act</li> <li>• A copy of the contract under s53(3) of the Act</li> <li>• KPIs set out in the Contract Details Notice &amp; performance ratings against these in the Contract Performance Notice under s52 and s71(2)</li> <li>• Contract Performance Notice setting out poor performance &amp; breaches of contracts under s71(5) of the Act</li> <li>• Contract Change Notice under s75 of the Act</li> <li>• A copy of modification/ copy of the contract as modified under s77 of the Act</li> <li>• Payments Compliance Notices (payments by Buyer) every 6 months under s69 of the Act</li> <li>• Information about Payments by the Buyer over £30,000 under s70 of the Act</li> <li>• Contract Termination Notice under s 80 of the Act, which must be published on contract expiry or termination</li> </ul>

<p><b>Statutory (30 days) Payment Terms - Buyer to Supplier; Supplier to Subcontractor</b></p> <p><b>Publication in case of non-compliance</b></p> <p><b>Invoicing by Supplier, including electronic invoicing</b></p>	<p>Amended payment clauses to reflect Buyers paying Suppliers and Suppliers paying Sub-contractors within 30 days, in line with the intention of s68 and s73 of the Act.</p> <p>Amended clauses ensuring these payment requirements, and ability to publish in the event of non-compliance are flowed by the supply chain.</p> <p>Amended Supplier invoicing provisions to ensure they reflect the minimum information required to be included in invoices as per s68(9) of the Act</p> <p>Added / amended clauses reflecting the fact that Buyers must accept &amp; process for payment any electronic invoice issued to the Buyer for payment under the contract which is: (a) in the required electronic form; (b) not disputed by the Buyer, as set out in s67 of the Act</p>
<p><b>Tracked / reportable KPIs</b></p>	<p>Updated Service Levels (KPIs) Schedule to make it clear that for contracts +£5m:</p> <ul style="list-style-type: none"> <li>• Buyers must set at least 3 KPIs unless they consider that KPIs will not appropriately assess the supplier's performance, in line with s52 of the Act.</li> <li>• Buyers must publish all of the KPIs set under a contract in line with s52 of the Act.</li> <li>• Where a Buyer sets KPIs, s71 of the Act requires a Buyer to assess and publish performance against the KPIs at least once in every period of twelve months throughout the life of the contract, and these KPIs must be reported against in a Contract Performance Notice.</li> <li>• Where there are more than 3 KPIs – the Buyer must report against the 3 that it regards as most material to performance of the contract at the time of publishing the Contract Performance Notice.</li> </ul> <p>Provided space in this Schedule for Buyers to set out how the ratings in the Procurement Act Regulations map over to the ratings in the contract.</p>
<p><b>Contract modifications</b></p>	<p>Added some guidance into the Specification Schedule about s74 of the Act.</p> <p>Updated Service Recipients Schedule reference.</p>
<p><b>Requiring Suppliers to enter into a legally binding agreement with proposed subcontractor, where Supplier does not subcontract</b></p>	<p>In line with s72 of the Act:</p> <ul style="list-style-type: none"> <li>• Added a clause setting out this right to require subcontracting;</li> </ul>



as indicated (in certain circumstances)	<ul style="list-style-type: none"> <li>Added in a termination right – Buyer can terminate where the supplier fails to enter into the subcontract</li> </ul>
<b>Updates to termination grounds – modifications &amp; exclusions:</b>	<p>Removed the following termination rights:</p> <ul style="list-style-type: none"> <li>The two separate <i>supplier</i> termination rights under PCRs (termination allowed where: a) supplier <i>should</i> have been excluded <i>before/at award</i>; or b) the contract is substantially amended/modified to the extent that PCRs require new procurement procedure);</li> <li>The right for the Buyer to require the Supplier to terminate any <i>Sub-Contract</i> due to Subcontractor excludability.</li> </ul> <p>Inserted the following termination rights covering s78 and s79 of the Act (including exclusions by way of debarment):</p> <ul style="list-style-type: none"> <li>Buyer can terminate where it considers that Contract was <i>awarded</i> or <i>modified</i> in material breach of the Act or any Regulations made under it;</li> <li>Supplier has become an excluded/excludable Supplier <i>since</i> the award of the Contract; or</li> <li>Supplier's Subcontractor is an excluded/excludable Supplier (subject to certain requirements including giving the chance for Suppliers to replace the Subcontractor).</li> </ul> <p>Inserted a complementary termination right allowing the Buyer to terminate the Contract with the Supplier where a Supplier's Subcontractor becomes an excluded/ excludable Supplier <i>after</i> award. For this termination right, the Buyer is not required to have requested information about Subcontractor excludability pre-award under s28 of the Act.</p> <p>Note that to utilise these new termination rights, the Buyer must notify the Supplier of its intention to terminate and why the Buyer has decided to terminate the contract, as well as giving the Supplier a reasonable opportunity to make representations about whether the termination right applies and the Buyer's decision to terminate. What is 'reasonable' in terms of notice and Supplier time to make representations will depend on the nature of the Contract as well as the reason for the Buyer seeking to use the termination rights.</p> <p>Inserted clauses:</p> <ul style="list-style-type: none"> <li>Requiring Suppliers to notify Buyers if they consider that an exclusion ground within the meaning of the Act and any associated Regulations does or may apply to them;</li> <li>Requiring Suppliers, after this notification, to provide such information as the Buyer may reasonably</li> </ul>

	<p>request in relation to the relevant exclusion ground, and information relevant to whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again;</p> <ul style="list-style-type: none"> <li>• Requiring Suppliers to notify Buyers of any changes in connected persons;</li> <li>• Requiring Suppliers, after this notification, to provide such information as the Buyer may reasonably request in relation to those connected persons and exclusions;</li> </ul> <p>Inserted a new termination right allowing the Buyer to terminate the Contract with the Supplier where the Supplier fails to notify the Buyer 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 Buyer about these grounds, persons, or exclusions that is incomplete, inaccurate or misleading.</p> <p>Inserted and amended clauses around appointment of Subcontractors and Key Subcontractors – to allow the Buyer to collect information and reject appointment of Subcontractors on the basis of exclusion grounds,</p> <p>Removed the detailed clauses on fraud and bribery. These are superseded by the exclusions regime under the Act.</p>
<b>Electronic Notices</b>	<p>Updated 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, in line with s 96 of the Act</p>
<b>Conflicts of Interest ('Col')</b>	<p>Updated the definition of Col and the Col terms to better align with ss81-83 Act.</p> <p>New Ethical Wall Agreement ('EWA') template included in the Exit Management Schedule.</p>
<b>PPNs (withdrawn / superseded by the Act)</b>	<p>Removed the references to Transparency Reports in line with withdrawn PPN 01/17 - Transparency Principles. Previous Schedule 6 (Transparency Reports) removed - reflecting withdrawal of this PPN.</p> <p>Updated the Col terms – reflecting withdrawal of PPN 04/21 - Applying Exclusions in Public Procurement, Managing Conflicts of Interest and Whistleblowing.</p> <p>Removed the core terms &amp; definitions related to withdrawn PPN 03/14 – Promoting Tax Compliance. Superseded by the clauses related to exclusions.</p>

	<p>Removed the core terms &amp; definitions related to PPN 08/15 - Tax Arrangements of Appointees - reflecting withdrawal of this PPN. Replaced by revised wording.</p> <p>Removed previous Schedule 15 (Minimum Standards of Reliability) reflecting the withdrawal of PPN 04/15: taking account of suppliers' past performance.</p> <p>Due to the withdrawal of PPN 01/18:</p> <ul style="list-style-type: none"> <li>• Renamed Schedule 18 from 'Supply Chain Visibility' to 'Prompt Payment' and remove paragraphs 2, 3 and Annex 1.</li> <li>• Removed the following definitions from Schedule 18: 'Contracts Finder', 'SME' and 'Supply Chain Information Report Template'.</li> <li>• Removed the definition of 'Supply Chain Information Report Template' from Schedule 1.</li> <li>• Amended the Award Form to reflect updated name of Schedule 18.</li> </ul>
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2. The updates to this Contract to align with the Procurement Act 2023 have been designed for a contract that is being used above the procurement thresholds found in the Procurement Act 2023. If you are using it for a complex below-threshold procurement – you should bear this in mind.
3. The wide definition of “Transparency Information” makes clear that Buyers are permitted to publish information and documents required under the Act, such as Contract Details Notices, Contract Performance Notices, Contract Change Notices, Contract Termination Notices, payments information and copies of the Contract and any modifications, redacted as required in line with section 94 of the Act.
4. Note that previous Schedule 6 (Transparency Reports) has been removed. You no longer need to request these reports from Suppliers, as this has been superseded by the wide range of transparency requirements under the Procurement Act 2023.
5. Note that under the Procurement Act 2023, a contract modification that creates an above-threshold public contract creates what is referred to in the Act as a “convertible contract”. Once a contract is a convertible contract, it is subject to the rules in the Act for public contracts.
6. Buyers may like to use the Mid-Tier Contract if they have a below-threshold contract but they envisage exercising any options to increase the Services and/or Goods provided under the Contract, or to extend/renew the Contract – and these changes will

make the contract a convertible contract, as the Short Form Contract may be missing some terms required for public contracts. See the Short Form Guidance Document for further details.

7. Before extending or varying the Contract, Buyers should always consider section 74 of the Procurement Act 2023. Section 74 only applies to above-threshold contracts (and convertible contracts). 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 2024, 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.
8. 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 2023, 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. See [Guidance on Contract Modifications](#).
9. Under the Procurement Act 2023, there are four new modification grounds in the Act – urgency and the protection of life; materialisation of a known risk; and two new grounds specific to defence authority contracts. Note that to rely on the ‘materialisation of a known risk’ ground, the risk must have been identified in the tender notice or transparency notice for the award of the Contract, which means it must have been identified before the award of the Contract.

## Deliverables – Goods and/or Services

10. Clause 3 covers Goods, Services, and Deliverables (Goods and Services). In v1.3 of the Contract, a Supplier warranty has been added to the Goods subclauses. The Supplier warrants that the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; are fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer; and be free from defects in design, material and workmanship.
11. This clause links in with the pre-existing clause 3.2.11, which allows you to request that the Supplier repair, replace, refund or substitute Goods that don’t conform with the new clause above. You have this right for either a) a reasonable period; or b) such period as you specify in the Award Form, regardless of whether the Goods have been accepted or not.

## Deleted and Added Schedules in Version 1.3

12. The following Schedules have been deleted from the Mid-Tier Contract:
  - a. Transparency Reports (previous Schedule 6);
  - b. Minimum Standards of Responsibility (previous Schedule 15);
  - c. Cyber Essentials Scheme (previous Schedule 19, now included in the various Security Schedules).
13. The following schedules have been added to the Mid-Tier Contract:
  - a. Variations (x5) of optional Security Schedules (see below for further details);
  - b. Optional Carbon Reduction Clauses Schedule – implementing PPN 016 – Carbon Reduction Contract Schedule.

## Liabilities

14. **General Liability Cap** – The Award Form allows you to amend the general liability level in Clause 15.1 of the Core Terms. Note that you are advised to undertake an appropriate risk assessment and seek necessary management approvals. Unlimited liability is not permitted for this general cap, although there are exceptions to this for specified indemnities throughout the Contract (see below). There is a separate liability cap for data protection (see below).
15. **Unlimited Indemnities** – Certain indemnities from the Supplier are deliberately unlimited – those related to IPR, claims brought by any person employed or engaged by the Supplier, TUPE employee claims, claims relating to non-payment by the Supplier of any tax or National Insurance, including any Income Tax, social security contributions, and any other liability, deduction, contribution, assessment or claim, death or personal injury caused by negligence, Supplier fraud, bribery or corruption, and any other liability which can't be limited by Law. The Buyer also takes on unlimited liability in relation to claims against the Supplier brought by any person employed or engaged by the Buyer, caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors, and other TUPE employee claims. This is a deliberate cross-government policy position, and an exception to the general policy within the [Sourcing Playbook](#) that suppliers should not be expected to take on unlimited liabilities.

## Data Processing and Management of Information, including Security

16. **Data Processing** – The wording in Clause 18 of the Core Terms and Schedule 20 (Processing Data) relates to the situation where one Party is a Controller and the other Party is a Processor.
17. The wording also covers the situation where the Parties are Independent Controllers. Schedule 20 includes a Joint Controllers Agreement, if the Parties are Joint Controllers. However, in the vast majority of cases the Buyer will be the Controller, and the Supplier the Processor. If you have any questions about data protection, or believe another data processing scenario applies, such as the Parties being Joint or Independent Controllers, you must speak to your data protection team or DPO. Making the Supplier a Controller over Buyer information can create risks for Buyer data and information.
18. The question of whether the Supplier will be a Processor or Controller will affect their responsibilities and potentially the cost of providing the Deliverables. You should provide this information to the Supplier as early as possible.
19. The UK GDPR contains restrictions on transfers of personal data outside the UK. One way to comply with UK GDPR rules on these restricted transfers is to put in place an Article 46 transfer mechanism. These are the “appropriate safeguards” listed in Article 46 such as the ICO’s International Data Transfer Agreement (IDTA), and the Addendum to the EU SCCs (the Addendum). These are referred to in this Contract, along with the EU equivalent, for transfers outside the EEA - the EU SCCs. However, where a Party is relying on one of these Article 46 transfer mechanisms they must carry out a [Transfer Risk Assessment](#) (‘TRA’), to make sure the personal data is still protected while overseas. TRAs help ensure that, in the specific circumstances of a restricted transfer, the Article 46 transfer mechanism will provide appropriate safeguards, and effective and enforceable rights for people - looking at risks to people’s rights arising in the destination country from third parties accessing the information that are not bound by the Article 46 transfer mechanism, in particular government and public bodies and risks to people’s rights arising from difficulties enforcing the Article 46 transfer mechanism. If you are a Controller, and your Processor is making the restricted transfer, only the Processor must complete the TRA.
20. The latest updates to the Contract also make provision for the [ICO UK-US ‘Data Bridge’](#), in case of transfers of Personal Data to US-based suppliers. This is included in the provisions dealing with transfers of Personal Data outside the UK/and or the EEA to countries recognised as adequate by the UK government in accordance with

Article 45 of the UK GDPR and/or transfers under Article 45 of the EU GDPR. It is included across the Controller-Processor; Independent Controller; and Joint Controller provisions.

21. These updates apply to transfers to the United States, where the ‘adequacy’ grounds are being relied upon in accordance with Article 45 GDPR. They require Supplier and Subcontractor self-certification on the US Data Privacy Framework; notification to Buyers where self-certification may be threatened or is no longer in place; and require remediation or alternative data transfer mechanisms to be put in place. The updates also allow Buyers to terminate the Contract where there is a failure of notification; or self-certification is no longer in place and there is no remediation or alternative data transfer mechanisms put in place.
22. If Buyers plan to transfer criminal offence personal data to the United States under the Contract, if United States-based Suppliers/Subcontractors may use automated data processing; or if United States-based Suppliers /Subcontractors are ISPs (noting the ‘right to be forgotten’) – Buyers may want to speak to their DPO and review ICO guidance to ensure they have sufficient protections in place.
23. **Data Protection Liability Cap** – The Award Form allows you to set the liability level of the supplier for breaches of the data protection clauses and legislation in Clause 18.6.4 of the Core Terms. A suggested range and some guidance is provided in the Award Form. Note that you are advised to undertake an appropriate risk assessment and seek necessary management approvals. Unlimited liability is not permitted, although it should be noted that ICO fines issued to Suppliers are outside the scope of the cap or indemnity, meaning that Suppliers will remain wholly liable where they are issued a fine directly by ICO. This is a deliberate cross-government policy position, and an exception to the general policy within the [Sourcing Playbook](#) that suppliers should not be expected to take on unlimited liabilities.
24. When determining where within the range of £10-20 million the Data Protection Liability Cap should be set, Buyers should consider all of the circumstances of the particular contract which may, among other things, include:
  - a. The volume of data to be processed under the contract;
  - b. The sensitivity of the data to be processed;
  - c. Any additional protective measures which are required to be put in place;
  - d. Any risks that have been identified in relation to the processing;
  - e. Will the processing have a material impact on the individual if something goes wrong?

- f. Where is the personal data held?
  - g. Are single or multiple data sets held by the processor?
  - h. Are multiple processors involved in the processing?
  - i. What is the impact if the personal data becomes inaccurate, is not kept up to date or is disclosed to an unauthorised person?
  - j. What is the impact if the processor breaches the contract or data protection law, or fails to comply with your instructions?
  - k. Is the processor reliable?
  - l. What reputation does the Supplier have in the market?
  - m. Where is the Supplier based?
  - n. What is the Supplier's proximity to individuals?
  - o. What financial resources does the Supplier have and are they financially solvent?
25. The relationship between the Parties should also be considered, for example, are there Joint Controllers, or Independent Controllers, or is one party the Controller and the other the Processor? If the parties are Joint Controllers, then Paragraph 7 of the Joint Controller Agreement sets out how liability for fines will be apportioned. This may be taken into account in setting the Data Protection Liability Cap.
26. **Security** - The wording in Clause 18 of the Core Terms and optional Schedule 16 (Security), deals with security of Government Data, which may include Personal Data. There are now five optional Security Schedules (all Schedule 16) that can be used in the Mid-Tier Contract. These implement both the Cyber Essentials PPN (PPN 014) and Security Classifications PPN (PPN 012), as well as other security requirements, and replace the previous Security Schedule (Schedule 16) and the Cyber Essentials Scheme (previous Schedule 19, now included in the various Security Schedules).
27. The five optional Security Schedules are:
- a. Buyer-led Assurance Schedule- for complex outsourced services when the Buyer is in a position to assess Supplier systems;
  - b. Supplier-led Assurance Schedule - for complex outsourced services when the Buyer requires the Supplier to assess its own systems;
  - c. Consultancy Security Schedule - for use when buying consultancy services;
  - d. Development Activity Security Schedule - for use when buying software development services;



- e. Short Form Schedule - for use when you don't require extensive security provisions;
28. Comprehensive guidance on these security schedules is available [here](#). If you are unclear on which security Schedule (if any) to use, please consult security professionals within your organisation or department.

## Intellectual Property Rights

29. **Intellectual Property Rights ('IPR')** – All IPR related clauses are in the Award Form, Clause 10 of the Core Terms, and Schedule 6 (IPR) (previously Schedule 36). The ICT-specific IPR clauses, which make a distinction between Commercial Off The Shelf ('COTS') software and other IPR, are now included in Part B of Schedule 6 (IPR), rather than in Schedule 28 (ICT Services).
30. Within Schedule 6 (IPR), there are 2 parts – Part A is the 'generic' IPR provisions, for use if you are not buying any ICT Services. Part B are the ICT-specific IPR provisions, for use if you are buying ICT Services (and using optional Schedule 28 (ICT Services)). You will need to choose Part A or Part B, which are standalone sets of clauses.
31. Once you have chosen Part A or Part B clauses, in line with the Intellectual Property Rights Guidance Note, there are 5 different options for ownership and licensing of all New/Foreground IPR within these. This IPR Guidance Note sets out the importance of taking an IPR approach tailored to your procurement.
32. These options are:
- a. **Option 1:** Buyer owns all New IPR with limited Supplier rights to all New IPR in order to deliver the Contract.
  - b. **Option 2:** Buyer ownership of all New IPR with non-exclusive Supplier rights;
  - c. **Option 3:** Supplier ownership of all New IPR with Buyer rights for the current contract only;
  - d. **Option 4:** Supplier ownership of New IPR with Buyer rights for the current contract and broader public sector functions; and
  - e. **Option 5:** Options 2, 3, or 4, plus Buyer rights to royalties
33. As the Crown is indivisible, Buyers which are Crown Bodies should be aware that, firstly, they can only contract as part of the Crown, and secondly, that any IPR which they take ownership of or is licensed to them can be capable of use by any part of the Crown. Buyers which are Crown Bodies should consider this fact when deciding which model of ownership and licensing of IPR to use.

34. Option 1 should be considered for use where you want to retain the New IPR, but you also want to limit the Supplier's use of that New IPR, e.g., for national security reasons. This is more restrictive for Suppliers, and where you are a Crown body, you should consider that this will be owned by and therefore can be used by any emanation of the Crown. It also cannot be used by the Supplier for other customers. This may make this option unsuitable for use in circumstances where it could lead to uneconomic pricing by Suppliers. You are only able to publish the New IPR under Open Licence under this option, so as to avoid undermining the commercial exploitation rights of the Supplier. Reasons why you may want to retain the New IPR include: if the New IPR is likely to be high risk or business critical, or if you want to retain the New IPR for use across multiple contracts or for some wider benefit, or where the Crown provides a lot of the IPR which will be further developed by the Supplier (leading to mixed-ownership), or if controlling the New IPR is in the public interest, for example, where you are best placed to manage or commercialise an asset).
35. Option 2 is suitable for use in situations where you want to retain ownership of any New IPR, for the reasons set out above, but where you are also happy for the Supplier to use/commercially exploit that New IPR outside the contract. This ought to generally result in some benefit for the Buyer, such as lower costs, or incentivising innovation in Supplier solutions. Where you are a Crown body, you should consider that this New IPR will be owned by and therefore can be used by any emanation of the Crown. This will mean that the Supplier will likely not be able to commercially benefit under this option simply by sub-licensing this IPR to Crown entities (as it is already owned by the Crown), however, the Buyer will be able to commercially exploit this IPR elsewhere.
36. Option 3 should be considered for use where (a) there is no clear benefit in you owning the New IPR, or (b) where any New IPR created cannot easily be separated from the Supplier's Existing IPR (e.g., Software As A Service ("**SAAS**")). You should only consider this option where you are confident you will only need to use the New IPR for the current contract (or, where you are a Crown body, where you are confident that no other Crown body will need to use the New IPR outside of the scope of the contract and/or where leaving the option open for other public bodies to use the New IPR outside of the scope of the contract (as in Option 4) is likely to lead to uneconomic pricing by Suppliers).
37. Option 4 should be considered where there is no there is no clear benefit in you owning the New IPR, or where any New IPR created cannot easily be separated from the Supplier's Existing IPR – as with Option 3 - but where a licence is needed for the current contracted service (and future replacement of that service), as well as contracts and services not yet awarded, and broader public sector functions. Again, given that the Supplier will own the New IPR under this option, this ought to generally result in some benefit for the Buyer, such as lower costs, or incentivising innovation in

Supplier solutions. Where you are a Crown body, you should consider that the licence to the New IPR will be granted to the Crown as a whole and therefore can be used by any emanation of the Crown. This will mean that the Supplier will likely not be able to commercially benefit under this option simply by licensing this IPR to Crown entities (as it is already licensed to the Crown). However, as owner, the Supplier will be able to commercially exploit and otherwise use this IPR elsewhere.

38. Option 5 is a 'bolt on' to Options 2, 3, or 4, and Buyers may wish to consider this option where they have invested significant resource or funding in the development of the project and intend to seek a return on that investment, or where they want to maximise innovation or exploitation potential.
39. The IPR clauses include a prohibition on Suppliers using IPRs owned by a third party (except COTS Third Party IPRs, discussed in the next paragraph) for provision of the Deliverables, unless the Buyer has had the opportunity to approve their use. The Supplier is expected to get an equivalent licence for the Buyer as it gives for its own Supplier Existing IPR. If the Supplier is unable to do this, the Buyer can accept a licence on alternative terms, or otherwise approve use. Licences on standard commercial terms which permit the performance of the contract would be approved in the vast majority of cases. You should take legal advice if you are considering approving use without acceptable licence terms.
40. COTS software (both Supplier and third party-owned) is dealt with differently to non-COTS IPR in the IPR provisions, in line with the [DDaT Playbook](#), which states that expectation is that the standard OEM licence terms for COTS product/ services will apply. This is reflected in the deemed Buyer approval process, the licence the Buyer gets for COTS IPR, and the unlimited indemnity given by the Supplier to the Buyer. If the OEM licence terms or standard EULA is not acceptable to you, you may like to consider negotiating different terms or using bespoke software.
41. You should also consider whether any IPR is Crown Copyright. The default licence for most Crown copyright and Crown database right information is the Open Government Licence ('OGL'). The Keeper, who is the Chief Executive Officer of The National Archives, manages Crown copyright and Crown database rights under Letters Patent. It is the Keeper who decides whether Crown copyright material can be made available on terms other than OGL. For more detail, see the [National Archives Guidance](#).

## Due Diligence

42. **Due Diligence and Allowable Assumptions** – Clauses 2.3-2.6 of the Core Terms deal with due diligence and allowable assumptions, and paragraph 9 of mandatory Schedule 3 (Charges) also deals with allowable assumptions.

43. Any agreed actions, timetable and costs required to remedy any unsuitable aspect of your operating processes and working methods that is not suitable for the provision of the Deliverables, as set out in Clause 2.4 of the Core Terms, will need to be carefully considered because it may affect the legitimacy of the procurement process and any contract modification will need to be lawful under s74 of the Procurement Act 2023.
44. Clauses 2.3-2.6 of the Core Terms on due diligence may also be amended (via Special Terms) to reflect the actual information and access provided to the Supplier and the due diligence the Supplier has been permitted to do. As above, you should bear in mind s74 of the Procurement Act 2023.
45. You may also consider using allowable assumptions if the Supplier has any concerns about the information provided or the operating environment. Suppliers should be given sufficient time to consider and agree these. The allowable assumptions provisions allow the Supplier to set out any identifiable risks and ensures that the contract price changes only if those risks materialise.
46. Similarly, any change to the Charges will need to be carefully considered by the Buyer because it may affect the legitimacy of the procurement process and any contract modification will need to be lawful under the Procurement Act 2023. If bidders have not had the opportunity to complete their due diligence process it may take longer to negotiate the contract, or produce cost escalation and lead to commercial disputes post contract signing. You should always try to provide the required information before using the allowable assumptions mechanisms. The allowable assumptions should only be used in exceptional circumstances, for example, when the information is not available at the requisite time.
47. You should amend your bid pack to clearly state that final pricing submitted by suppliers reflects any potential allowable assumptions that may be exercised (in alignment within the figures included in Schedule 3).
48. When drafting allowable assumptions, the latest agreed position should be reflected in the signed version of the contract, reflecting any additional information the Supplier has been provided with prior to the contract being signed, as the 'entire agreement' clause in the Contract disregards all prior negotiations, discussions, and agreements.
49. Where used, allowable assumptions should be carefully and narrowly drafted. Good contract management is required to ensure that the Verification Periods, and any Variations related to allowable assumptions are complied with.
50. The table in Annex 2 has also been updated to align more with the equivalent table in the MSC. Under paragraph 9 of mandatory Schedule 3 (Charges), where allowable assumptions are being used, the Supplier is restricted in being able to increase the

overall Charges for an allowable assumption in line with any maximum figures set out in Annex 2 to Schedule 3.

## Performance Management

51. **Collaborative Working Principles** – The Award Form allows you to select whether you would like the Collaborative Working Principles in Clause 3.1.3 of the Core Terms to apply to the Supplier. This requires the Supplier to cooperate and work with other suppliers that you notify the supplier of throughout the contract. This can be used where different suppliers are providing disaggregated services and you need them to work together. Note that where you notify the supplier of more suppliers it needs to cooperate with, which it did not price into its bid, this could result in additional costs for the supplier, which may be passed on to you. If you have detailed requirements for cooperation and alignment, you should include this in mandatory Schedule 2 (Specification).
52. **Step-in rights** – Step-in rights are at Clause 13 of the Core Terms. If a Step-in Trigger Event occurs (defined in mandatory Schedule 1 (Definitions)), you can take action to step in or have a third-party step-in to ensure the continuity of the Deliverables.
53. **Subcontracting** – Clauses dealing with the supplier's ability to subcontract are included in the Contract. Along with the optional Key Subcontractors Schedule (Schedule 27), clause 8 (Supply Chain) and clause 27 (Transferring Responsibilities) of the Core Terms deal with subcontracting. The Supplier has the obligation to ensure that appropriate companies and individuals are responsible for delivery of the Deliverables procured, and remains responsible for its subcontractors' performance. The Authority also needs the right to veto the appointment of those that the Authority reasonably believes are inappropriate for the delivery of the Deliverables. Additionally, those whom the supplier subcontracts to execute or deliver elements of the goods or services must have similar obligations to the ones imposed upon the supplier (see also the mandatory Sustainability Schedule (Schedule 26)), including prompt payment obligations. As set out above, in line with section 72 of the Procurement Act 2023 there are also clauses requiring Suppliers to enter into a legally binding agreement with proposed Subcontractor, where Supplier does not subcontract as indicated (in certain circumstances).
54. **Service Levels and KPIs, including Social Value KPIs** –Schedule 10 (Performance Levels) is the 'KPIs' Schedule. This is now mandatory. The language throughout the Contract has been updated from 'Service Levels' to 'KPIs', in order to make it clearer to users that these are KPIs, and that as KPIs, these attract reporting requirements.

55. Under section 52 of the Procurement Act 2023, there are new reporting requirements for KPIs for those contracts with a TCV of more than £5m. Using Schedule 10, you must set at least 3 KPIs unless you consider that KPIs will not appropriately assess the supplier's performance, in line with section 52 of the Procurement Act 2023. You must publish all of the KPIs set under a Contract in line with section 52 of the Act.
56. Where you set KPIs, section 71 of the Procurement Act 2023 requires you to assess and publish performance against the KPIs at least once in every period of twelve months throughout the life of the Contract, and these KPIs must be reported against in your Contract Performance Notice.
57. Where there are more than 3 KPIs you must report against the 3 that you regard as most material to performance of the Contract at the time of publishing the Contract Performance Notice. See the [Key Performance Indicators Guidance](#) and Schedule 10 for further guidance and drafting on this point.
58. There is now space in this Schedule for you to set out how the ratings in the Procurement Act Regulations map over to the ratings in the Contract.
59. These Procurement Act based reporting requirements (where applicable), are in addition to the existing [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, as well as the [Digital, Data and Technology \("DDAT"\) Playbook's](#) requirement for Central Government Departments and their ALBs to publish 4 mandatory DDAT KPIs on a regular basis, which may also apply to Contracts using the Mid-Tier Contract template.
60. In the latest version of the Mid-Tier Contract, we have also removed the Buyer's right to unilaterally change the weighting of KPIs within Schedule 10 (Service Levels). Any changes to KPIs should be agreed through the usual Contract Variation process.
61. In line with [PPN 002 – Taking Account of Social Value in the Award of Central Government Contracts](#), you must include Social Value KPIs in this Schedule. You may choose between setting zero Service Credit deductions, or setting Service Credit deductions for Social Value KPIs. See the guidance in the Schedule about when either option is most appropriate. Note that there are no longer spaces for Social Value KPIs in Part C of Schedule 26 (Sustainability). All Social Value KPIs are in Schedule 10. In the latest version of the Contract, we have also included the requirement from this PPN for suppliers and subcontractors publish any roles based in the United Kingdom on the Governments' 'Find a Job' website and include the location at which Supplier Staff would be expected to perform the role.
62. **Critical Service Level Failures** – This relates to provisions within Schedule 10 (Performance Levels). Should you decide to include operational KPIs then you will need to define what will count as a Critical Service Level Failure for the requirement.

A space has been added into the Award Form for this to be done. Below is an example format of how this could look:

*“A Critical Service Level Failure is: In relation to [specify the relevant Service Level] a Critical Service Level Failure shall include a delay in producing [specify the relevant Deliverable] ordered by the Buyer in excess of [specify the relevant time period] more than once in any [specify the relevant period] or more than [specify the relevant time period].*

*And/or*

*In relation to [specify the relevant Service Level] a Critical Service Level Failure shall include a loss of [specify the relevant availability] during core hours [specify the relevant core hours] to the [specify the relevant Service] for more than [specify the relevant time period], or [specify the relevant time period].]*

## Management Information/Reporting Requirements

63. **Transparency and reporting on steel** – Previous Schedule 6 (Transparency Reports) has been removed and the requirements have been superseded by the wide range of transparency requirements under the Procurement Act 2023 (see above for these). As a consequence, the guidance on PPN 010 - Procuring Steel in Government Contracts is no longer contained in the Contract.
64. If this PPN applies, you are required to collect data on steel and report on this to the Department for Business and Trade. In this instance, you should consider inserting the example contract clauses accompanying this PPN (amending as required), or an equivalent clause. The PPN applies to all- Central Government Departments, their Executive Agencies, and Non-Departmental Public Bodies when conducting public contracts for goods and/or services and/or works, other than special regime contracts, under the Procurement Act 2023, where steel is being procured directly or indirectly.
65. The data requirement aspects relate to projects/programmes:
  - (i) with a value of £10 million or more; and
  - (ii) a value of less than £10 million where it is anticipated that the project will require in excess of 500 tonnes of steel.
66. **Open Book Contract Management** – PPN 004 – Open Book Contract Management refers to Open Book Contract Management (OBCM) - the scrutiny of a supplier’s costs and margins through the reporting of, or accessing, accounting data. In the Mid-Tier

Contract, you can ‘turn on’ OBCM (where appropriate and proportionate to do so), by stating in the Award Form that Financial Transparency Objectives apply to the Contract. This then puts obligations on the Supplier to provide financial reporting to you.

## Variation, Default and Termination

67. **Amending the Core Terms** – There is no need to amend the Core Terms document itself. Amendments can be made to the Core Terms via the Award Form by use of Special Terms, or by including Buyer-specific terms in the optional Buyer-Specific Terms Schedule (Schedule 31). Any terms should be relevant and proportionate, and comply with relevant guidance – including any applicable PPNs and Playbooks. Buyers 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. Buyers should avoid including terms which are already sufficiently covered in the contract, unless these are mandatory for your relevant Department, or there has been a deliberate decision to amend the existing terms. Note that you should seek legal advice to help you draft these amendments if required.
68. **Preservation of rights** – If the Buyer thinks that there has been a Default, legal advice should be sought to ensure that the Buyer preserves all of its contractual rights.
69. **Termination** – Most of the rights for both the Buyer and the Supplier to terminate the Contract are set out in Clause 14 of the Core Terms. There are however some termination rights which are set out in other clauses (see for example, Clauses 12.3 (Termination for defaults in relation to Rectification Plans) and 24.3 (Termination on Force Majeure). Each termination right is clear on which consequences of termination in Clause 14 apply where that termination right is enforced.

## Public Trust and Reputation Clauses

70. **Public Trust & Reputation** – Clauses 8.3.1.c and 14.4.1.j of the Core Terms and paragraph 1.5.5.c of Schedule 27 (Key Subcontractors) are not intended to limit any supplier’s legal obligations, limit their ability to fairly criticise a government policy or constrain whistleblowing. This includes charities’ ability to advocate for causes related to their stated purpose. The intent of these clauses is to set an expectation that all parties will be mindful of the need to maintain public trust and protective of government’s reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.



## Additional Guidance

71. **Other Guidance** – Please see the Award Form and specific Schedules for further guidance.
72. **Short Form Guidance** – See this Guidance for further information about the differences between the Short Form Contract and the Mid-Tier Contract.

## Mid-Tier Schedule Summary – v 1.3 (2025)

Document	What it's for and what to do	When to use
Mid-Tier Core Terms	This document contains the main legal terms for the contract. You don't need to change the text of the Core Terms. You can change their legal effect by using Special Terms within the Award Form, or using Schedule 31 (Buyer Specific Terms). Seek legal advice when doing this.	ALWAYS
Mid-Tier Award Form	This document contains important information about the contract. The signed form is the basis of the contract between you and the supplier and incorporates the Core Terms and any applicable schedules. You must prepare this form prior to tender. It is important that the contract data and the list of mandatory and optional schedules are accurate and correct. You must send this completed form to the successful bidder at the award stage. Ensure that your form is signed by the supplier and returned to you.	ALWAYS

Document	What it's for and what to do	When to use
Mid-Tier Schedule 1 (Definitions)	This schedule contains the shared legal definitions in the contract and explains what they mean and how to interpret the contract. This document contains defined terms that appear <u>multiple times</u> across different schedules. Definitions unique to <u>one schedule only</u> should be defined within the schedule in which they appear.	ALWAYS
Mid-Tier Schedule 2 (Specification)	This schedule is a template that requires you to include the full range of requirements in ways that can be immediately and easily understood by the market. You do not need to include anything that is already explicit in the Core Terms or other schedules. Be clear about the differences between input, output and outcome specifications. If you focus on outcomes (rather than inputs or outputs) innovation is more likely and risk transfers to the supplier. You will need to add some social value priorities into your specification. Read policy guidance on social value, including <a href="#">PPN 002 – Taking Account of</a>	ALWAYS

Document	What it's for and what to do	When to use
	<a href="#">Social Value in the Award of Central Government Contracts</a> to understand how to do this. Consider s77 of the Procurement Act on modifications also.	
Mid-Tier Schedule 3 (Charges)	Contains pricing information additional to that contained in the Award Form. Contains detail about optional allowable assumptions, which may be used by the parties where the supplier does not have sufficient information to make a properly costed bid. Also covers optional indexation.	ALWAYS
Mid-Tier Schedule 4 (Tender)	This schedule should incorporate the tender and describes how the supplier proposes to meet the requirements in the Specification. You should make sure this includes how the supplier will deliver its social value priorities in line with <a href="#">PPN 002 – Taking Account of Social Value in the Award of Central Government Contracts</a> .	ALWAYS

Document	What it's for and what to do	When to use
Mid-Tier Schedule 5 (Commercially Sensitive Information)	This schedule is used to capture information about the supplier that should not be disclosed or reported to the public, subject to Clause 19 of the Core Terms.	ALWAYS
Mid-Tier Schedule 6 (Previously Schedule 36) (Intellectual Property Rights)	This schedule sets out the core intellectual property rights provisions which apply to the contract. It covers IPR provisions to be used when no ICT services are being purchased (Part A), and IPR provisions to be used when ICT services being purchased (Part B). If you are using the optional Mid-Tier ICT Schedule, you should select Part B here. Within both Part A and Part B there are different drafting options provided for the ownership and licensing of new IPR developed under the contract. You should read the guidance and the <a href="#">Intellectual Property Rights Guidance Note</a> carefully and select which option best suits your procurement, and adapt as required.	ALWAYS

Document	What it's for and what to do	When to use
Mid-Tier Schedule 7 (Staff Transfer)	How you and the supplier protect employees' rights when the organisation or service they work for transfers to a new employer. This is a significant schedule around which there is considerable regulation. It is essential to ensure the correct staff transfer and pension provisions are in place at the outset. You will need to select whether Part A, B, C and/or D applies. Part E is required for every contract for services, irrespective of whether TUPE or New Fair Deal applies at the start of the contract. Part E is required to give employment protection on termination and/or expiry of the contract.	ALWAYS  Part E of Schedule 7 (Staff Transfer) is required for every contract for services, irrespective of whether TUPE or New Fair Deal applies at the start of the contract. Whilst Parts A, B, C and D of Schedule 7 are optional, Part E is always required to give employment protection on termination and/or expiry of the contract.
Mid-Tier Schedule 8 (Implementation Plan and Testing)	This schedule contains the agreed plan for when the Deliverables will be delivered and tested to ensure they meet the requirements.	Optional. Use if you need to monitor implementation progress and/or you want to define a testing process for the Deliverables.
Mid-Tier Schedule 9 (Installation Works)	This schedule is designed to provide additional provisions to facilitate the provision of Deliverables requiring installation by the supplier.	Optional. Use this schedule for extra provisions for deliverables needing installation, including an acceptance process.

Document	What it's for and what to do	When to use
Mid-Tier Schedule 10 (Performance Levels) (Previously Service Levels)	<p>This schedule provides spaces for Social Value KPIs, and operational KPIs.</p> <p>For Social Value KPIs – you need to include agreed Social Value KPIs and decide what service level credits (if any) to apply. See the guidance in the Schedule about when either option is most appropriate. These set out Social Value requirements and what happens if these are not met.</p> <p>For operational KPIs – these set out standards of service required by you and what happens if these are not met. You should note any requirements to report on KPIs under the various Playbooks and under s52 of the Procurement Act.</p> <p>You will need to add appropriate detail for KPIs and service credits in Annex A. You will also need to complete the relevant part of the Award Form.</p>	<p>ALWAYS</p> <p>Use to set Social Value KPIs in line with <a href="#">PPN 002 – Taking Account of Social Value in the Award of Central Government Contracts</a>.</p> <p>For operational KPIs - Use if you are likely to use service levels or service credits and/or performance monitoring provisions. Use if s52 of the Procurement Act 2023 applies (+£5m contracts).</p>

Document	What it's for and what to do	When to use
Mid-Tier Schedule 11 (Continuous Improvement)	This contains the requirement that the supplier always improves how it delivers the contract. This schedule provides for continuous improvement in value through the life of the contract. It depends on the supplier's Continuous Improvement Plan and joint review of the value being delivered.	Optional. Use if the contract is long enough that the price or quality offered at the start of the contract could become outdated.
Mid-Tier Schedule 12 (Benchmarking)	This schedule is used when you want to benchmark and compare the value of the supplier against other providers in the market.	Optional. Use if you want to benchmark and compare the value of the supplier against other providers in the market.
Mid-Tier Schedule 13 (Contract Management)	This schedule describes how you and the supplier will work together on the contract. You will need to enter the details and representatives of the Operational Board in the Annex.	Optional. Use if the you will need to collaborate with the supplier in monitoring and managing the contract.
Mid-Tier Schedule 14 (Business Continuity and Disaster Recovery)	This schedule explains what the supplier must do to make sure the contract can still be delivered even if there's an unexpected event. The schedule is used to set up the	Optional. Use if your contract will be critical for your organisation and/or it would be difficult to replace the supplier if things go wrong



Document	What it's for and what to do	When to use
	business continuity and disaster recovery regime, with a BCDR plan and testing.	
Mid-Tier Schedule 15 (Standard Carbon Reduction Contract Schedule)	This Schedule implements PPN 016 - Carbon Reduction Contract Schedule, and is effectively an adapted copy of the Carbon Reduction Schedule published alongside this PPN.	Optional. Use this where you wish to include carbon reduction provisions in your contract, and where it is relevant to the subject matter of the contract and proportionate to do so. See the PPN and Guidance published with the PPN for more guidance around use of this Schedule.
<p>Mid-Tier Schedule 16 (Security)</p> <p>Options:</p> <ul style="list-style-type: none"> <li>a. Buyer-led Assurance Schedule- for complex outsourced services when the Buyer is in a position to assess Supplier systems;</li> <li>b. Supplier-led Assurance Schedule - for complex outsourced services when the Buyer requires</li> </ul>	<p>These schedules explain what the supplier must do to ensure that your data is kept secure.</p> <p>These Schedules also include the obligations on the supplier and any relevant subcontractors to maintain specified cyber security accreditation(s) under the NCSC Cyber Essentials Scheme (or equivalent). See PPN 014 - Updates to the Cyber Essentials Scheme for further details. They also implement PPN 012 - Security Classifications Policy.</p>	Optional. See guidance <a href="#">here</a> for which schedule to use (if any).

Document	What it's for and what to do	When to use
<p>the Supplier to assess its own systems;</p> <p>c. Consultancy Security Schedule - for use when buying consultancy services;</p> <p>d. Development Activity Security Schedule - for use when buying software development services;</p> <p>e. Short Form Schedule - for use when you don't require extensive security provisions.</p>		
Mid-Tier Schedule 17 (Service Recipients)	<p>This schedule aggregates the demand from multiple buyers (e.g. a Department and ALBs) together to procure Deliverables more efficiently. This schedule enables named 'service recipient members to contract collectively, with you as the main contract holder. It defines the rights of you as the buyer and the service recipients. You will need to agree and enter the service</p>	<p>Optional. Use if you want to aggregate demand across your departmental family.</p>

Document	What it's for and what to do	When to use
	recipients into Annex A prior to issuing the contract notice. Service recipients may also be added by mutual agreement with the supplier during the course of the contract, subject to compliance with section 74 of the Procurement Act 2023.	
Mid-Tier Schedule 18 (Prompt Payment) (Previously named Supply Chain visibility)	For contracts in excess of £5m per annum. This schedule requires Suppliers to pay unconnected subcontractors within 60 days, and an average of 55 days – reducing to an average of 45 days from 1 October 2025.	Optional. Use when you need to implement <a href="#">PPN 015 - 'Taking account of a bidder's approach to payment in the procurement of major contracts' for contracts in excess of £5m per annum</a> ; and from 1 October 2025 – <a href="#">PPN 018 - Guidance on how to take account of a supplier's approach to payment in the procurement of major contracts</a>
Mid-Tier Schedule 19 (previously Schedule 37) (Corporate Resolution Planning)	This Schedule requires Suppliers to provide CRP information, in line with the <a href="#">Playbook Guidance Note about Resolution Planning</a> .	Optional. Use if your contract is a Critical Service Contract, it is a service contract for over £10m per annum, or the Supplier is a Public Sector Dependent Supplier.  A Critical Service Contract is a service contract which the Buyer considers should be classed as a Critical Service Contract or critical supplier contract. The Buyer may

Document	What it's for and what to do	When to use
		choose to categorise these contracts as Gold contracts using the Cabinet Office Contract Tiering Tool, available on the Knowledge Hub.
Mid-Tier Schedule 20 (Processing Data)	Details about the personal data processing the supplier is allowed to do under the contract. This schedule addresses UK (and EU) GDPR requirements. You will need to determine who is the Controller and Processor. It might be that you are both Joint or Independent Controllers. Make sure the supplier identifies their Data Protection Officer in the Award Form and Annex 1 to this Schedule at contract award.	ALWAYS
Mid-Tier Schedule 21 (Variation Form)	This schedule is a template that is used to change the contract in accordance with Clause 28 of the Core Terms. The template only needs to be completed post award by you and the supplier if a contract variation is required. The variation must be agreed, signed and dated by both Parties and will only become effective from the date it has	ALWAYS

Document	What it's for and what to do	When to use
	been signed. Be mindful of section 74 of the Procurement Act 2023 when undertaking a contract variation.	
Mid-Tier Schedule 22 (Insurance Requirements)	The insurance a supplier needs in case it breaches a contract or is negligent. It is important that you determine the type and amount of insurance needed in your market. It is important to understand any gaps in insurance cover - for example if subcontracting or in consortia. This requires a working knowledge of what cover particular insurance provides and how it works in your market.	ALWAYS
Mid-Tier Schedule 23 (Guarantee)	This schedule contains a template that is used where a guarantee is required from a supplier who has had to rely on a guarantor to pass the selection criteria for financial and economic standing in the procurement. The Deed of Guarantee will need to be amended and signed by the guarantor as a deed to provide additional assurance that the	Optional. Use if a supplier has relied upon a Guarantor to pass the selection criteria.

Document	What it's for and what to do	When to use
	supplier will meet their obligations under the contract.	
Mid-Tier Schedule 24 (Financial Difficulties)	This schedule sets out what suppliers must do if they are in financial trouble or there are early warning signs of financial trouble. You will need to understand the level of financial risk your procurement attracts and customise this schedule for your needs e.g., selecting which financial indicators are upon (credit scores, credit ratings, or other financial indicators), and setting appropriate thresholds. These should align with the financial standing criteria used during the selection stage of the procurement.	Optional. Use if your contract will be critical for your organisation and you need to monitor the financial health of your supplier. See the <a href="#">Assessing and monitoring the economic and financial standing of bidders and suppliers Guidance Note</a> for further details.
Mid-Tier Schedule 25 (Rectification Plan)	This schedule is a template that will be used to set out the process to follow if a supplier defaults on a contract. It will only be completed post-award if a supplier commits a notifiable default under the contract and you require them to produce a rectification plan as a result.	ALWAYS

Document	What it's for and what to do	When to use
Mid-Tier Schedule 26 (Sustainability)	<p>This Schedule contains sustainability requirements for the supplier to meet, including compliance with environmental, modern slavery (in line with PPN 009 - Tackling Modern Slavery in Government Supply Chains), and employment laws, as well as reference to PPN 006 – Taking Account of Carbon Reduction Plans in the Procurement of Major Government Contracts. This Schedule contains two parts. Part A should always be included, as it incorporates legislative requirements and Government policy on procurement. Part B is optional and you should consider whether you wish to include any of the options.</p> <p>See also optional Schedule 15 (Standard Carbon Reduction Contract Schedule) (below).</p>	ALWAYS
Mid-Tier Schedule 27 (Key subcontractors)	This schedule places restrictions on a supplier switching certain key subcontractors working on the contract. This schedule gives you rights over the management of Key	Optional. Use if the supplier plans to deliver a significant part of the contract through its supply chain and you would like to retain some control over Key Subcontractors. It is

Document	What it's for and what to do	When to use
	Subcontractors. Key Subcontractors will need to be listed in the Award Form.	important to consider if you need to retain control over parties in the supply chain which are sub-processors of personal data, especially in cases where the main Supplier is not the party handling personal data for which the Buyer is Data Controller.
Mid-Tier Schedule 28 (ICT Services)	This schedule contains additional terms for the delivery of ICT Services. This schedule adds provisions relating specifically to ICT Services. The ICT-specific IPR provisions are found in Mid-Tier Schedule 6 (IPR).	Optional. Use where ICT Services form any part of the Deliverables.
Mid-Tier Schedule 28A (Agile Development)	This Schedule contains additional terms covering the Agile development process. It is suitable for use where delivery by Agile development is only a small part of the Deliverables, and where this development will be undertaken by the Supplier largely independently of the Buyer. You will need to consider the interaction of this Schedule with various other schedules as well as its impact on charging structure and your procurement risk profile. You may need to align the	Optional. Use if you want to use Agile development for delivery of part of the Deliverables, and it is suitable for your use of Agile. See the <a href="#">Contracting for Agile Guidance Note</a> for more detail on Agile.



Document	What it's for and what to do	When to use
	Schedule with your particular use of Agile, or if it is not appropriate, consider a different contract.	
Mid-Tier Schedule 29 (Key Supplier Staff)	Restrictions on when a supplier changes staff that are crucial to the delivery of the contract. This schedule enables you to identify key roles and the names of key staff who are to fill those roles during the contract.	Optional. Use if you know the services can only be delivered in full with named staff/particular roles.
Mid-Tier Schedule 30 (Exit Management)	This schedule describes what the supplier needs to do at the end of the contract to help you continue to deliver public services. This schedule ensures that the supplier is always prepared for contract exit, including keeping an appropriate virtual library and providing an exit plan. It provides for the supplier assisting re-competition and termination of the contract, along with termination assistance activities. Check if you need to adapt any provisions, as it can be a big problem if the right provisions are not in place from the	Optional. Use after very careful review of potential exit scenarios, e.g., transition to a replacement supplier or bringing services in-house.

Document	What it's for and what to do	When to use
	outset. Now contains an optional EWA template.	
Mid-Tier Schedule 31 (Buyer-Specific Terms)	<p>This schedule should incorporate any Departmental-specific terms that you want to include in your procurement. You will need to insert these terms.</p> <p>These will take precedence over the Core Terms in case of any conflict. MOD and HMRC terms are included as examples - for these Departments' use only – other Departments do not need to use the example terms.</p>	Optional. Use if you would like to insert any Department-specific terms
Mid-Tier Schedule 32 (Background Checks)	This schedule is used when supplier staff must be Disclosure and Barring Services vetted before working on contract. It should be used when Supplier staff will, or are likely to, have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care.	Optional. Use when supplier staff must be vetted before working on contract.

Document	What it's for and what to do	When to use
	You need to decide what the relevant convictions are and list these in the Annex.	
Mid-Tier Schedule 33 (Scottish Law)	This schedule switches the interpretation of the contract from the laws of England and Wales to Scottish law.	Optional. Use if you are buying in Scotland.
Mid-Tier Schedule 34 (Northern Ireland Law)	This schedule switches the interpretation of the contract from the laws of England and Wales to the laws of Northern Ireland.	Optional. Use if you are buying in Northern Ireland.
Mid-Tier Schedule 35 (Lease Terms)	This schedule is for Buyers who want to lease equipment rather than buy it. This is a generic Operating Lease schedule and a starting point for a contract with a leasing requirement. You will need to amend it for the specific market is looking to serve. It contains clauses at the beginning of the schedule that modify the Core Terms to provide for leasing. It has its own Equipment Order Form template that aims to enable the lease of individual pieces of equipment under the contract.	Optional. Use if you want to lease goods rather than buy them.