

MODULAR MODEL SERVICES CONTRACT

DATED 06 January 2026

(1) THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

and

(2) PA CONSULTING SERVICES LIMITED

CONTRACT

relating to

**PRIVATE SECTOR PARTNER FOR THE ACCELERATED CAPABILITY
ENVIRONMENT (ACE)**



Government Legal Department

Section 1: Date of Contract and Party Details

Date of Contract	<i>06 January 2026</i>
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1.	Authority	SECRETARY OF STATE FOR THE HOME DEPARTMENT (the “Authority”)
2.	Authority Address	2 MARSHAM STREET, LONDON, SW1P 4DF
3.	Supplier	PA CONSULTING SERVICES LIMITED (the “Supplier”)
4.	Supplier Address	10 Bressenden Place, London, SW1E 5DN

Section 2: Introduction

5.	Introduction	<p>(A) <i>The Authority plays a fundamental role in the security and economic prosperity of the UK. The Accelerated Capability Environment (ACE) is a public-private innovation delivery capability based within the UK HO. ACE provides HM government departments & agencies with rapid access to industry, academia and not-for-profit organisations to rapidly identify and develop practical solutions to digital and data challenges. A Private Sector Partner (PSP) is responsible for delivery of the capability, including translating customer challenges into defined ACE commissions, actively managing commissions, and often combining multiple third-party providers into rainbow teams.</i></p> <p>(B) <i>On 29 April 2025, the Authority advertised on Find a Tender (reference 2025/S 000-017756), inviting prospective suppliers to submit proposals for the Private Sector Partner for the Accelerated Capability Environment.</i></p> <p>(C) <i>The Supplier is a leading provider of [insert business of Supplier] and has experience in [insert services being procured].</i></p> <p>(D) <i>On the basis of the Supplier's response to the advertisement and a subsequent tender process, the Authority selected the Supplier as its preferred supplier.</i></p>
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		<p>(E) <i>An outcome of the procurement is that the Parties have agreed to contract with each other in accordance with the terms and conditions set out below.]</i></p>
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Section 3: Contract Particulars

6.	Initial Term	The period of three (3) years from and including the Effective Date (the “ Initial Term ”).
7.	Extension Period	The period of up to two (2) years from the end of the Initial Term (the “ Extension Period ”).
8.	Mandatory Schedules	The following schedules are incorporated into this Contract:
		Schedule 1 (<i>Definitions</i>)
		Schedule 2 (<i>Services Description</i>)
		Schedule 3 (<i>Performance Levels</i>)
		Schedule 4 (<i>Standards</i>)
		Schedule 5 (<i>Security Management</i>)
		Schedule 6 (<i>Insurance Requirements</i>)
		Schedule 7 (<i>Authority Responsibilities</i>)
		Schedule 8 (<i>Supplier Solution</i>)
		Schedule 9 (<i>Implementation Plan</i>)
		Schedule 10 (<i>Testing Procedures</i>)
		Schedule 11 (<i>Charges and Invoicing</i>)
		Schedule 12 (<i>Payments on Termination</i>)
		Schedule 13 (<i>Benchmarking</i>)
		Schedule 14 (<i>Financial Distress</i>)
		Schedule 15 (<i>Financial Reports and Audit Rights</i>)
		Schedule 16 (<i>Anticipated Savings</i>)
		Schedule 17 (<i>Governance</i>)
		Schedule 18 (<i>Change Control Procedure</i>)
		Schedule 19 (<i>Dispute Resolution Procedure</i>)
Schedule 20 (<i>Reports and Record Provisions</i>)		

		Schedule 21 (<i>Exit Management</i>)	
		Schedule 22 (<i>Service Continuity Plan and Corporate Resolution Planning</i>)	
		Schedule 23 (<i>Conduct of Claims</i>)	
		Part E (<i>Staff Transfer on Exit</i>) of Schedule 24 (<i>Staff Transfer</i>) will always apply to this Contract, including: (a) Annex E1 (List Of Notified Sub-Contractors) (a) Annex E2 (Staffing Information). The Parts of Schedule 24 selected in Section 10 below will also apply to this Contract.	
		Schedule 26 (<i>Processing Personal Data</i>)	
		Schedule 27 (<i>Intellectual Property Rights</i>)	
9.	Optional Schedules	The following schedules selected by ticking “yes” apply to this Contract. Where a Schedule is not selected, it shall not apply to this Contract.	
		<p>Schedule 25 (<i>Deed of Guarantee</i>)</p> <p>Where Schedule 25 is selected the following Clause shall also apply and is added as a new Clause within the Core Terms at sub-clause 4.2</p> <p>Condition Precedent</p> <p>4.2 Save for Clauses 1 (<i>Definitions and Interpretation</i>), 3 (<i>Warranties</i>), 4 (<i>Term</i>), 19 (<i>Confidentiality</i>), 20 (<i>Transparency and Freedom of Information</i>), 22 (<i>Publicity and Branding</i>), 23 (<i>Limitations on Liability</i>), 35 (<i>Waiver and Cumulative Remedies</i>), 36 (<i>Relationship of the Parties</i>), 38 (<i>Severance</i>), 40 (<i>Entire Agreement</i>), 41 (<i>Third Party Rights</i>), 42 (<i>Notices</i>), 43 (<i>Disputes</i>) and 44 (<i>Governing Law and Jurisdiction</i>), this Contract is conditional upon the valid execution and delivery to the Authority of the Guarantee (the “Condition Precedent”). The Authority may in its sole discretion at any time agree to waive compliance with the Condition Precedent by giving the Supplier notice</p>	No

		<p>in writing or where the Authority has not selected the inclusion of Schedule 25 (<i>Guarantee</i>) in Section 3 (<i>Contract Particulars</i>) of the Front Sheet.</p> <p>4.3 The Supplier shall satisfy, or procure the satisfaction of, the Condition Precedent as soon as possible. In the event that the Condition Precedent is not satisfied within 20 Working Days after the date of this Contract then, unless the Condition Precedent is waived by the Authority in accordance with Clause 4.2:</p> <p>4.3.1 this Contract shall automatically cease and shall not come into effect; and</p> <p>4.3.2 neither Party shall have any obligation to pay any compensation to the other Party as a result of such cessation.</p> <p>4.4 The Supplier shall consult with the Authority in relation to the steps it takes to satisfy the condition set out in Clause 4.2 and shall keep the Authority fully informed of its progress in satisfying the condition and of any circumstances which are likely to result in the condition not being satisfied by the date set out in Clause 4.3.</p>	
		Schedule 28 (<i>Carbon Reduction</i>)	No
		Schedule 29 (<i>Authority-Specific Terms</i>)	No
10.	<p>Incorporated Terms (together these documents form the "the Contract")</p>	<p>The following documents are incorporated into the Contract.</p> <p>If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:</p> <p>(a) the Front Sheet;</p> <p>(b) the Clauses and Schedule 1 (<i>Definitions</i>);</p> <p>(c) Schedules 2 (<i>Services Description</i>) and 3 (<i>Performance Levels</i>) and their Annexes;</p> <p>(d) any other Schedules and their Annexes (other than Schedule 8 (<i>Supplier Solution</i>) and its Annexes); and</p>	

		(e) Schedule 8 (<i>Supplier Solution</i>) and its Annexes (if any) unless any part of the Supplier Solution offers a better commercial position for the Authority (as decided by the Authority, in its absolute discretion), in which case that part of the Supplier Solution will take precedence over the documents above.
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Section 4: Security Management

The Authority has selected the following option for Schedule 5 (<i>Security Management</i>):	Part A (<i>Authority-led Assurance</i>)	No
	Part B (<i>Supplier-led Assurance</i>)	Yes

Section 5: Commercially Sensitive Information

5.1 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.

Commercially Sensitive Information

No.	Date	Item(s)	Duration of Confidentiality
1.	06/01/2026	Pricing template & Commercial solution	Duration of contract term plus five years.
2.	06/01/2026	Schedule 2 – Supplier Solution	Duration of contract term plus five years
3.	06/01/2026	Supply chain Personnel	Duration of contract term.

Section 6: Notified Key Sub-Contractors

6.1 In accordance with Clause 15.11 (*Appointment of Key Sub-contractors*), the Supplier is entitled to sub-contract its obligations under this Contract to the Key Sub-contractors listed in the table below.

6.2 The Parties agree that they will update the table below periodically to record any additional Key Sub-contractors appointed by the Supplier with the consent of the Authority after the Effective Date for the purposes of the delivery of the Services.

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Term	Key role in delivery of the Services	Credit Rating Threshold
Plexal (City) Limited	2 Fitzroy Place, 8 Mortimer Street, London, W1T 3JJ 10012478	Primary works for services & - IT services: consulting, software development, Internet and support	n/a	Supporting PSP	n/a
PA Holdings Limited	10 Bressenden Place London SW1E 5DN 02235016	Primary works for services & - IT services: consulting, software development, Internet and support	n/a	Parent Organisation	n/a

Section 7: Third Party Contracts

- 7.1 The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.
- 7.2 The Supplier shall be entitled to update this Section 7 (*Notified Key Sub-Contractors*) in accordance with Clause 15.5 (*Appointment of Sub-contractors*).

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product/service description

Section 8: Software

8.1 The Software below is licensed to the Authority in accordance with Clause 16 (*Intellectual Property Rights*) and Schedule 27 (*Intellectual Property Rights*).

8.2 The Parties agree that they will update the tables in this Section 8 (*Software*) regularly, and in any event no less than every 6 (six) Months from the Effective Date, to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

SUPPLIER SOFTWARE

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry

THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry

Section 9: Corporate Resolution Planning

The Authority has selected the following option for Part B of Schedule 22 (<i>Service Continuity Plan and Corporate Resolution Planning</i>):	This Contract: is not a Critical Service Contract.
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Section 10: Staff Transfer

Part E (*Staff Transfer on Exit*) of Schedule 24 (*Staff Transfer*) will always apply to this Contract, including:

- (a) Annex E1 (*List Of Notified Sub-Contractors*)
- (b) Annex E2 (*Staffing Information*).

The Authority has selected the following Part(s) of Schedule 24 (<i>Staff Transfer</i>) shall apply:	Part A: (<i>Transferring Authority Employees at Commencement of Services</i>)	No
	Part B: (<i>Transferring Former Supplier Employees at Commencement of Services</i>)	Yes
	Part C: (<i>No Transfer of Employees at Commencement of Services</i>)	No
	Part D: (<i>Pensions</i>)	Yes
	Annex D1: (<i>CSPS</i>)	Yes <input type="checkbox"/> No: <input type="checkbox"/>
	Annex D2: (<i>NHSPS</i>)	Yes <input type="checkbox"/> No: <input type="checkbox"/>

	Annex D3: (LGPS)	Yes <input type="checkbox"/> No: <input type="checkbox"/>
	Annex D4: (Other Schemes)	Yes <input type="checkbox"/> No: <input type="checkbox"/>

Section 11: Key Personnel

11.1 The below table lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date (“**Key Personnel**”).

Key Role	Name of Key Personnel	Responsibilities/ Authorities	Phase of the project during which they will be a member of Key Personnel	Minimum period in Key Role
<redacted>	<redacted>	Overall leadership on the services.	All phases	12 months

Section 12: Intellectual Property Rights

The Authority has selected the following option(s) to apply for Schedule 27 (Intellectual Property Rights):	Option 1: (Authority ownership of all Specially Written Software and Project Specific IPRs, with limited Supplier rights to Specially Written Software and Project Specific IPRs in order to deliver the Contract)	Yes
	Option 2: (Authority ownership of all Specially Written Software and Project Specific IPRs with non-exclusive Supplier rights)	No
	Option 3: (Supplier ownership of all Specially Written Software and Project Specific IPRs with Authority rights for the current contract only)	No
	Option 4: (Supplier ownership of all IPR with Authority rights for the current contract and broader public sector functions)	No
	Option 5: (Gain Share)	No

Section 13: Notices

13.1 Notices shall be sent to the e-mail addresses set out below or at such other address (where e-mail is not practicable) as the relevant Party may give notice to the other Party for the purpose of service of notices under this Contract:

	Supplier	Authority
Contact	<redacted>	<redacted>
E-mail	<redacted>	<redacted>
Address	PA Consulting Services Limited 10 Bressendon Place, SW1E 5DN	Home Office, 2 Marsham Street London SW1P 4DF

Section 14: Signatures

This Contract has been duly entered into by the Parties on the date which appears at the Section 1 of this Front Sheet.

SIGNED for and on behalf of))
PA CONSULTING SERVICES LIMITED))
by its authorised signatory))

Signature: <redacted>

Name

(block capitals): <redacted>

SIGNED for and on behalf of)
Secretary of State for the Home)
Department)
)
)

Signature: <redacted>

Name <redacted>

(block capitals):

Position: <redacted>