

**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 14/06/2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details	
Contract Reference:	TCA 3/7/1761
Contract Title:	MARITIME DIGITAL PLATFORM – PHASE 2
Contract Description:	To provide the services of a specialist supplier to deliver the technical infrastructure and customer facing platform for Phase 2 of the Maritime Digital Platform (MDP). The initial contract term will be 3-years, including the provision of an IT an IT Managed Service for the MDP.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£1,549,783.08 exc VAT
Estimated Year 1 Charges:	£1,144,959.08 exc VAT
Commencement Date: this should be the date of the last signature on Section E of this Order Form	5 th June 2025

Buyer details
Buyer organisation name Maritime and Coastguard Agency
Billing address DfT Shared Service Centre Unity Business Services 5 Sandringham Park Swansea Vale Swansea SA7 0EA
Buyer representative name Linda Eden
Buyer representative contact details Senior Procurement and Contracts Business Partner Linda.eden@mcga.gov.uk 07808 905976
Buyer Project Reference TCA 3/7/1761

Supplier details
Supplier name The supplier organisation name, as it appears in the Framework Agreement Kerv Digital Limited

Supplier address

1 Finsbury Avenue, London, EC2M 2PF, United Kingdom

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.
[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.
NA

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

Not required.

Guarantor Company Number

Guarantor's registered company number

Not required.

Guarantor Registered Address

Guarantor's registered address

Not required.

Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|---|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input checked="" type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months

36

Extension Period (Optional) Months

12

Minimum Notice Period for exercise of Termination Without Cause 90 days

(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services remotely, with agreed and scheduled visits to the following Buyer headquarters (address below) and other nominated Buyer sites:

Buyer Premises:

Main Premises: Maritime and Coastguard Agency, Spring Place, 105 Commercial Road, Southampton, SO15 1EG

See specification for other office locations.

Supplier Premises:

1 Finsbury Avenue
London
EC2M 2PF
United Kingdom

Third Party Premises:
[REDACTED]

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

MCA's IT infrastructure, data, customer data and software.

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

As per Appendix B - Specification

Buyer Security Policy

Security Aspects Letter INFOSEC 15.3 v4.2

Information Security Management System - Information Security Policy INFOSEC 5.1 v4.1

Buyer ICT Policy

As above.

Insurance

Guidance Note: if the Call Off Contract requires a higher level of I cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - 5m any one occurrence

Professional Indemnity Insurance (£) - 5m in aggregate per annum

Buyer Responsibilities

To be defined in Project Plan and subject to agreement by MCA.

Goods

Not applicable

Governance – Option Part A or Part B.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	X
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input type="checkbox"/>
Part B – Long Form Change Control Schedule	X

The Part selected above shall apply this Contract.

Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	X as applicable
S1: Implementation Plan	X
S2: Testing Procedures	X
S3: Security Requirements (Part B)	Part A <input type="checkbox"/> or Part B <input checked="" type="checkbox"/>
S4: Staff Transfer	X
S5: Benchmarking	Not used
S6: Business Continuity and Disaster Recovery	X
S7: Continuous Improvement	X
S8: Guarantee	Not used
S9: MOD Terms	Not used

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	X
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

To be provided by supplier in line with milestones.

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Parts C, D and E only – No Staff Transfer expected but provisions included in case they become applicable.

Details of fund to be determined if required.

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Any convictions that would prevent Security Clearance. Any cyber security related convictions.

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not applicable

Section D Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

None.

Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	SEE DOCUSIGN PAGES
Job role/title	SEE DOCUSIGN PAGES
Signature	SEE DOCUSIGN PAGES
Date	SEE DOCUSIGN PAGES

For and on behalf of the Buyer

Name	SEE DOCUSIGN PAGES
Job role/title	SEE DOCUSIGN PAGES
Signature	SEE DOCUSIGN PAGES
Date	SEE DOCUSIGN PAGES

List of Attachments:

Attachment 1 – Services Specification

Attachment 2 – Charges and Invoicing

Attachment 3 – Outline Implementation Plan (Not attached – see Appendix 3)

Attachment 4 – Service Levels and Service Credits

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

Attachment 6 – Software

Attachment 7 – Financial Distress

Attachment 8 – Governance

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

Attachment 10 – Transparency Reports

List of Appendices:

Appendix 1 – Call Off Terms (unamended)

Appendix 2 – Additional and Alternative Schedules and Clauses (unamended)

Appendix 3 – Kerv's Responses to MCA's Technical Envelope

Appendix 4 – Kerv's Presentation Slides

Appendix 5 – InfoSec5.1 (Information Security Policy, as referenced in the Order Form)

Appendix 6 – InfoSec 15.3 (Security Aspects Letter)

Appendix 7 – [REDACTED]