



Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

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| 1. | Buyer | Maritime and Coastguard Agency on behalf of the Secretary of State for Transport Its offices: Spring Place 105 Commercial Road Southampton SO15 1EG |
| 2. | Supplier | Name: CWaves Limited (Waves Group) Address: 150 Minorities London EC3N 1LS Registration number: 81104499 (NL) SID4GOV ID: Not Known |
| 3. | Contract | This Contract between the Buyer and the Supplier is for the supply of Deliverables, - see Schedule 2 (Specification) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, reference (FTS Contract Notice). MCA Technical Specialist Advisory Services - Find a Tender (find-tender.service.gov.uk) |
| 4. | Contract reference | TCA 3-7-1501 (Lots 1, 2, 4, 5 & 6) |




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| 5. | Buyer Cause | Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier. |
| 6. | Collaborative working principles | The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details. |
| 7. | Financial Transparency Objectives | The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details. |
| 8. | Start Date | 28/10/2024 |
| 9. | Expiry Date | 26/10/2029 |
| 10. | Extension Period | Further periods of up to 36 months is available. Extension periods shall be exercised where the Buyer gives the Supplier no less than 3 months' written notice before the initial term of the Contract Expires |
| 11. | Ending this Contract without a reason | The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. |
| 12. | Incorporated Terms (together these documents form the " this Contract ") | The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies: (a) This Award Form (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) (c) Schedule 31 (Buyer Specific Terms) (d) Core Terms |



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| | <ul style="list-style-type: none">(e) Schedule 36 (Intellectual Property Rights)(f) Schedule 1 (Definitions)(g) Schedule 6 (Transparency Reports)(h) Schedule 20 (Processing Data)(i) The following Schedules (in equal order of precedence):<ul style="list-style-type: none">(i) Schedule 2 (Specification)(ii) Schedule 3 (Charges)(iii) Schedule 5 (Commercially Sensitive Information)(iv) Schedule 7 (Staff Transfer)(v) Schedule 8 (Implementation Plan & Testing)(vi) Schedule 9 (Installation Works)(vii) Schedule 10 (Service Levels)(viii) Schedule 11 (Continuous Improvement)(ix) Schedule 12 (Benchmarking)(x) Schedule 13 (Contract Management)(xi) Schedule 14 (Business Continuity and Disaster Recovery)(xii) Schedule 15 (Minimum Standards of Reliability)(xiii) Schedule 16 (Security)(xiv) Schedule 17 (Service Recipients)(xv) Schedule 18 (Supply Chain Visibility)(xvi) Schedule 19 (Cyber Essentials Scheme)(xvii) Schedule 21 (Variation Form)(xviii) Schedule 22 (Insurance Requirements)(xix) Schedule 23 (Guarantee)(xx) Schedule 24 (Financial Difficulties)(xxi) Schedule 25 (Rectification Plan)(xxii) Schedule 26 (Sustainability)(xxiii) Schedule 27 (Key Subcontractors) |
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| | | <p>(xxiv) Schedule 28 (ICT Services)</p> <p>(xxv) Schedule 28A (Agile Development Additional Terms)</p> <p>(xxvi) Schedule 29 (Key Supplier Staff)</p> <p>(xxvii) Schedule 30 (Exit Management)</p> <p>(xxviii) Schedule 32 (Background Checks)</p> <p>(xxix) Schedule 33 (Scottish Law)</p> <p>(xxx) Schedule 34 (Northern Ireland Law)</p> <p>(xxxi) Schedule 35 (Lease Terms)</p> <p>(xxxii) Schedule 37 (Corporate Resolution Planning Information)</p> <p>(j) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p> |
| 13. | Special Terms | <i>Redacted under FOI Regulation No 43 – Commercial Interests</i> |
| 14. | Buyer's Environmental Policy | <p>Appended at Schedule 38 and embedded below.</p> <p></p> <p>Schedule 38 - DfT Corporate Environm</p> |
| 15. | Social Value Commitment | The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender). |
| 16. | Buyer's Security Requirements and Security and ICT Policy | Not Applicable |



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| 17. Charges | Details in Schedule 3 (Charges) |
| 18. Estimated Year 1 Charges | £0 to £200,000 based on projected usage and historical data at the disposal of the Buyer linked to Emergency Response Requirements for Technical Services. |
| 19. Reimbursable expenses | As per the MCA's Statement of Requirements (Annex A) which can be found in Mid-Tier Schedule 02 (Specification). |
| 20. Payment method | <p>Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. The Purchase Order Number for this contract shall be provided upon receipt of a signed Order Form and associated Contract Pack.</p> <p>You must quote the aforementioned PO number on all invoices, and these must be submitted as a PDF by email directly to SSa.invoice@Ubusinessservices.co.uk.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section:</p> <p>SSa.invoice@Ubusinessservices.co.uk.</p> |
| 21. Service Levels | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract to deliver outcomes in Schedule 4 (Tender). |
| 22. Liability | In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than 150% of the Estimated Yearly Charges. |



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| | | In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10m. |
| 23. | Cyber Essentials Certification | Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme). |
| 24. | Progress Meetings and Progress Reports | For Full Details of the Requirements for Progress Meetings and Progress Reports please see Schedule 13 (Contract Management). |
| 25. | Guarantor | Not applicable |
| 26. | Virtual Library | Not applicable |
| 27. | Supplier's Contract Manager | Redacted under FOIA No 40 – Personal Information CEO: Naval Architect Redacted under FOIA No 40 – Personal Information @waves-group.co.uk |
| 28. | Supplier Authorised Representative | Redacted under FOIA No 40 – Personal Information Commercial Director Redacted under FOIA No 40 – Personal Information @waves-group.co.uk |
| 29. | Supplier Compliance Officer | Redacted under FOIA No 40 – Personal Information Commercial Director Redacted under FOIA No 40 – Personal Information @waves-group.co.uk |
| 30. | Supplier Data Protection Officer | Redacted under FOIA No 40 – Personal Information Commercial Director Redacted under FOIA No 40 – Personal Information @waves-group.co.uk |



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| 31. | Supplier Marketing Contact | <p><i>Redacted under FOIA No 40 – Personal Information</i></p> <p>Marketing and Communication Manager</p> <p><i>Redacted under FOIA No 40 – Personal Information</i>@waves-group.co.uk</p> |
| 32. | Key Subcontractors | <p>Key Subcontractor 1</p> <p>Name (Registered name if registered): <i>Redacted under FOI Regulation No 43 – Commercial Interests</i></p> <p>Registration number (if registered): <i>Redacted under FOI Regulation No 43 – Commercial Interests</i></p> <p>Role of Subcontractor: Oil spill response and preparedness services to respond to pollution globally, by providing preparedness, response and intervention services.</p> <p>Key Subcontractor 2</p> <p>Name (Registered name if registered): <i>Redacted under FOI Regulation No 43 – Commercial Interests</i></p> <p>Diving Services (Lot 4)</p> <p>Registration number (if registered): <i>Redacted under FOI Regulation No 43 – Commercial Interests</i></p> <p>Role of Subcontractor: Commercial Dive & Associated Services.</p> <p>Key Subcontractor 3</p> <p>Name (Registered name if registered): <i>Redacted under FOI Regulation No 43 – Commercial Interests</i></p> <p>Registration number (if registered): <i>Redacted under FOI Regulation No 43 – Commercial Interests</i></p> <p>Role of Subcontractor: Emergency Response Legal Services.</p> |
| 33. | Buyer Authorised Representative | <p><i>Redacted under FOIA No 40 – Personal Information</i></p> <p>Framework Manager and Senior Procurement & Contracts Business Partner – Maritime & Coastguard Agency</p> <p><i>Redacted under FOIA No 40 – Personal Information</i> @mcga.gov.uk</p> |



| <i>For and on behalf of the Supplier:</i> | | <i>For and on behalf of the Buyer:</i> | |
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| <i>Signature:</i> | <i>Redacted under FOIA No 40 – Personal Information</i> | <i>Signature:</i> | <i>Redacted under FOIA No 40 – Personal Information</i> |
| <i>Name:</i> | <i>Redacted under FOIA No 40 – Personal Information</i> | <i>Name:</i> | <i>Redacted under FOIA No 40 – Personal Information</i> |
| <i>Role:</i> | <i>Commercial Director</i> | <i>Role:</i> | <i>Framework Manager & Senior Procurement & Contracts Business Partner</i> |
| <i>Date:</i> | <i>25.10.2024**</i> | <i>Date:</i> | <i>28.10.2024**</i> |