

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.

| 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: | Storage UK Limited | |
| | | Address: | Seabegs Road | |
| | | | Bonnybridge | |
| | | FK4 2BN | | |
| | | Registration number: | SC126958 | |
| | | 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). | | |
| | | Storage, Maintenance & Deployment Contract for HMCG - Find a Tender (find-tender.service.gov.uk) | | |
| 4. | Contract reference | TCA 3-7-1670 | | |



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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 | 4 th of May 2024 | |
| 9. | Expiry Date | 4 th of May 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. | |
| TermsWhere number(together these documents form the "this Contract")Where number there is any contract(a)This Avenue this Avenue(b)Any Sp this Avenue | | (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) | |
| | | (d) Core Terms | |



| (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): | |
| | (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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| | | (xxiv) Schedule 28 (ICT Services) | |
|-----|--|--|--|
| | | (xxv) Schedule 28A (Agile Development Additional Terms) | |
| | | (xxvi) Schedule 29 (Key Supplier Staff) | |
| | | (xxvii) Schedule 30 (Exit Management) | |
| | | (xxviii) Schedule 32 (Background Checks) | |
| | | (xxix) Schedule 33 (Scottish Law) | |
| | | (xxx) Schedule 34 (Northern Ireland Law) | |
| | | (xxxi) Schedule 35 (Lease Terms) | |
| | | (xxxii) Schedule 37 (Corporate Resolution Planning Information) | |
| | | (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. | |
| 13. | Special Terms | Not Applicable | |
| 14. | Buyer's Environmenta I Policy | Appended at Schedule 38 | |
| 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) and report on the Social Value KPIs as required by Schedule 10 (Service Levels). | |
| 16. | Buyer's Security Requirements and Security and ICT Policy | Not Applicable | |



| 17. | Charges | Details in Schedule 3 (Charges) | |
|--|---|---|--|
| 18. | Estimated Year 1 Charges | The Estimated Year 1 Charges are £121,000 (excluding VAT). | |
| 19. | Reimbursable expenses | As per the MCA's Statement of Requirements (Annex A) refers which can be found in Mid-Tier Schedule 02 (Specification). | |
| Zo. Payment methodbefore commencing any work under this before commencing any work under this Order Number for this contract shall be p signed Order Form and associated Cont You must quote the aforementioned PO and these must be submitted as a PDF I ssa.invoice@sharedservicesavarto.co.uTo avoid delay in payment it is important compliant and that it includes a valid PO item number (if applicable) and the detant | | 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. You must quote the aforementioned PO number on all invoices, and these must be submitted as a PDF by email directly to ssa invoice@sharedservicesayarto.co.uk | |
| | | 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. If you have a query regarding an outstanding payment, please | |
| 21. | P1. Service Levels See Schedule 10 (Service Levels) The Supplier agrees, in providing the Deliverables and perits obligations under the Contract to deliver Social Value outcomes in Schedule 4 (Tender) and report on the Social KPIs as required by Schedule 10 (Service Levels). Please note that the Social Value KPIs for this contract a discussed at the mobilisation meeting, agreed by the first quarterly progress meeting and then measured quarterly thereafter. | | |



| 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 [the greater of £5 million or 150% of the Estimated Yearly Charges. 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 Director – Storage UK Limited |
| 28. | Supplier Authorised Representativ e | Redacted under FOIA No 40 – Personal Information General Manager – Storage UK Limited |
| 29. | Supplier Compliance Officer | Redacted under FOIA No 40 – Personal Information Director – Storage UK Limited |



| Protection Officer | Director – Storage UK Limited | |
|---|---|--|
| Supplier Marketing Contact | Not Applicable | |
| Key Subcontracto rs | Not Applicable | |
| Buyer Authorised Representativ e | Redacted under FOIA No 40 – Personal Information | |
| | MCA Counter Pollution & Salvage Claims and Resource Manager | |
| | Redacted under FOIA No 40 – Personal Information | |
| | Redacted under FOIA No 40 – Personal Information | |
| | Supplier Marketing Contact Key Subcontracto rs Buyer Authorised Representativ | |

| For and on b | ehalf of the Supplier: | For and on behalf of the Buyer: | | |
|--------------|---|---------------------------------|---|--|
| Signature: | Redacted under FOIA No 40 – Personal Information | Signature: | Redacted under FOIA No 40 – Personal Information | |
| Name: | Redacted under FOIA No 40 – Personal Information | Name: | Redacted under FOIA No 40 – Personal Information | |
| Role: | Director | Role: | Senior Procurement & Contracts Business Partner | |
| Date: | 26.05.2024 | Date: | 28.05.2024 | |

Signed by DocuSign on the 28.05.2024