

# 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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| <b>1. Buyer</b>              | <p><b>Buyer's name:</b> Cabinet Office. Government Digital Service</p> <p><b>Buyer's main address:</b> Cabinet Office, 1 Horse Guards Road, London, SW1A 2HQ.</p> <p><b>GDS:</b> The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS</p>   |
| <b>2. Supplier</b>           | <p>Name: MMGRP Limited</p> <p>Address: 20 – 22 Wenlock Road London, N1 7GU</p> <p>Registration number: 7527443 (Companies House Registration)</p> <p>SID4GOV ID: N/A</p>   |
| <b>3. Contract</b>           | <p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being SMS Provider(s) for GOV.UK Notify - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/S 000-026943 (FTS Contract Notice).</p>   |
| <b>4. Contract reference</b> | WP2248.2 SMS Provider(s) for GOV.UK Notify'  |
| <b>5. Buyer Cause</b>        | <p>The Authority shall:</p> <ol style="list-style-type: none"> <li>1. Use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;</li> <li>2. Provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Contract as defined in the Implementation Plan;</li> </ol> |

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|            |  | <p>3. Use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and</p> <p>4. Procure for the Supplier such agreed access and use of the Authority Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during the Authority's normal working hours on each Working Day or as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed).</p> <p>5. The Buyer shall have no obligation to perform any obligations placed on it in Schedule 2 (Specification) or Schedule 4 (Tender) unless they are specifically identified above</p> <p>6. 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.</p> |
| <b>6.</b>  | <b>Collaborative working principles</b>      | <p>The Collaborative Working Principles do not apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>   |
| <b>7.</b>  | <b>Financial Transparency Objectives</b>     | <p>The Financial Transparency Objectives do not apply to this Contract.</p>   |
| <b>8.</b>  | <b>Start Date</b>                            | 01 April 2025   |
| <b>9.</b>  | <b>Expiry Date</b>                           | 31 March 2027   |
| <b>10.</b> | <b>Extension Period</b>                      | <p>This contract may be extended by 2 periods of up to 12 months each.</p> <p>Extension exercised where the Buyer gives the Supplier no less than 1 Months written notice before this Contract expires.</p>   |
| <b>11.</b> | <b>Ending this Contract without a reason</b> | <p>The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.</p> <p>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 month.</p>   |

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| 12. | <b>Incorporated Terms</b><br>(together these documents form the " <b>this Contract</b> ") | <p>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:</p> <ul style="list-style-type: none"> <li>(a) This Award Form</li> <li>(b) Any Special Terms (see <b>Section 14 (Special Terms)</b> in this Award Form)</li> <li>(c) Schedule 36 (Intellectual Property Rights)</li> <li>(d) Schedule 1 (Definitions)</li> <li>(e) Schedule 6 (Transparency Reports)</li> <li>(f) Schedule 20 (Processing Data)</li> <li>(g) The following Schedules (in equal order of precedence):             <ul style="list-style-type: none"> <li>(i) Schedule 2 (Specification)</li> <li>(ii) Schedule 3 (Charges)</li> <li>(iii) Schedule 4 (Tender)</li> <li>(iv) Schedule 5 (Commercially Sensitive Information)</li> <li>(v) Schedule 6 (Transparency Reports)</li> <li>(vi) Schedule 7 (Staff Transfer)</li> <li>(vii) Schedule 10 (Service Levels)</li> <li>(viii) Schedule 11 (Continuous Improvement)</li> <li>(ix) Schedule 14 (Business Continuity and Disaster Recovery)</li> <li>(x) Schedule 16 (Security)</li> <li>(xi) Schedule 19 (Cyber Essential Scheme)</li> <li>(xii) Schedule 20 (Processing Data)</li> <li>(xiii) Schedule 21 (Variation Form)</li> <li>(xiv) Schedule 22 (Insurance Requirements)</li> <li>(xv) Schedule 25 (Rectification Plan)</li> <li>(xvi) Schedule 26 (Sustainability)</li> <li>(xvii) Schedule 27 (Key Subcontractors)</li> <li>(xviii) Schedule 29 (Key Supplier Staff)</li> <li>(xix) Schedule 30 (Exit Management)</li> </ul> </li> </ul> |
| 13. | <b>Special Terms</b>  | <ol style="list-style-type: none"> <li>1. MMGRP Limited should adhere to the 'Mobile Ecosystem Forum' Business SMS Code of Conduct v2.0</li> <li>2. Quarterly commercial reviews, in addition to the monthly performance reviews. These reviews will include, but not</li> </ol>  |

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|  |  | <p>be limited to, progress against the following conditions<br/>[Commercial team to add contract clause numbers/refs?]</p> <ol style="list-style-type: none"> <li>3. Within the first three months from the contract start date MMGRP Ltd will provide: <ol style="list-style-type: none"> <li>a. a full set of accounts that have been independently verified by an identified, accredited financial body or organisation.</li> <li>b. accounts should be over the immediate previous twelve month term made up to a period ending within the last three months of the contract issue date.</li> <li>c. accounts must include a balance sheet and profit and loss account.</li> </ol> </li> <li>4. During the term of the agreement MMGRP Ltd will provide: <ol style="list-style-type: none"> <li>a. full and verified accounts to GDS as they become due in time with MMGRP Ltd's year end, in accordance with Companies House guidance and within 3 months of any financial year end at the latest.</li> <li>b. MMGRP Ltd may reserve the right to publish on Companies House only their obligations in line with the Companies Act 2006. GDS commits not to share any detail not for publication.</li> </ol> </li> <li>5. During the term of the agreement MMGRP Ltd and its Directors will: <ol style="list-style-type: none"> <li>a. fulfill all obligations of the company and of the Directors of the company, set out by the Companies Act 2006 and Companies House.</li> <li>b. including specifically the prompt filing of accounts and company administration tasks.</li> </ol> </li> <li>6. MMGRP Ltd will inform GDS of any potential impact that could affect their credit scores and credit ratings within a reasonable timeframe.</li> <li>7. Within the term of the agreement MMGRP Ltd will not receive any further breach notices issued by Companies House, any other regulatory bodies or creditors. These include but are not limited to: <ol style="list-style-type: none"> <li>a. compulsory strike off notices</li> </ol> </li> </ol> |
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|            |                                     | <ul style="list-style-type: none"> <li>b. winding up petitions</li> <li>c. CCJs</li> <li>d. court proceedings</li> <li>e. insolvency proceedings</li> </ul> <p>8. As per the terms of the SMS Notify agreement, GDS reserves the right to reduce, limit or withhold SMS traffic and / or any other service without notice until it is satisfied that there is no risk to the contracting authority.</p> <p>9. MMGRP Ltd will notify GDS immediately if there are any changes to circumstances. These will include but not limited to:</p> <ul style="list-style-type: none"> <li>a. Any issue of intended action or any reminder notifications from Companies House</li> <li>b. Any action taken by Companies House</li> <li>c. Any action taken against MMGRP Ltd by any third party</li> <li>d. Any change in credit score</li> <li>e. Any change in credit rating</li> <li>f. Any change in solvency status</li> <li>g. Any change in funding or working capital status</li> <li>h. Any change in Director status or significant stakeholder status</li> </ul> <p>Failure to comply with these terms and conditions may be regarded as breach of contract. In instances where not complying with these conditions is indicative of financial instability, GDS reserves the right to restrict business volumes indefinitely and / or terminate the agreement in accordance with the terms set out in the Notify SMS agreement.</p> |
| <b>14.</b> | <b>Buyer's Environmental Policy</b> | <p>The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.</p> <p>The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.</p>  |
| <b>15.</b> | <b>Social Value Commitment</b>      | <p>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)].</p>  |
| <b>16.</b> | <b>Buyer's Security</b>             | <p>As set out in Schedule 16 (Security).</p>   |

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|            | <b>Requirements and Security and ICT Policy</b> |   |
| <b>17.</b> | <b>Charges</b>                                  | <p>Details in Schedule 3 (Charges)</p> <p>There is no guarantee to the Supplier of volume of Services required and the Buyer may increase or decrease the volume of Services to meet its flexible requirements.</p>   |
| <b>18.</b> | <b>Estimated Year 1 Charges</b>                 | Details in Schedule 3 (Charges)   |
| <b>19.</b> | <b>Reimbursable expenses</b>                    | None  |
| <b>20.</b> | <b>Payment method</b>                           | <p>The payment method for this Call-Off Contract is BACS Monthly in arrears to:</p> <p><b>Redacted Under FOIA Section 40, Personal Information</b></p>  |
| <b>21.</b> | <b>Service Levels</b>                           | Details in Schedule 10 (Service Levels)   |
| <b>22.</b> | <b>Liability</b>                                | <p>The annual total liability of either Party for all Property defaults will not exceed £5,000,000.</p> <p>The annual total liability for Buyer Data defaults will not exceed £5,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of £5,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> |
| <b>23.</b> | <b>Cyber Essentials Certification</b>           | <ul style="list-style-type: none"> <li>• Cyber Essentials Scheme Plus Certificate or equivalent).</li> <li>• ISO27001 or equivalent</li> </ul> <p>Details in Schedule 19 (Cyber Essentials Scheme)</p>  |

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| <b>24.</b> | <b>Progress Meetings and Progress Reports</b> | The Supplier shall attend Progress Meetings with the Buyer every monthly.<br>The Supplier shall provide the Buyer with Progress Reports every monthly. |
| <b>25.</b> | <b>Guarantor</b>                              | Not applicable   |
| <b>26.</b> | <b>Virtual Library</b>                        | Not applicable   |
| <b>27.</b> | <b>Supplier's Contract Manager</b>            | Redacted Under FOIA Section 40, Personal Information   |
| <b>28.</b> | <b>Supplier Authorised Representative</b>     | Redacted Under FOIA Section 40, Personal Information   |
| <b>29.</b> | <b>Supplier Compliance Officer</b>            | Redacted Under FOIA Section 40, Personal Information   |
| <b>30.</b> | <b>Supplier Data Protection Officer</b>       | Redacted Under FOIA Section 40, Personal Information   |
| <b>31.</b> | <b>Supplier Marketing Contact</b>             | Redacted Under FOIA Section 40, Personal Information   |
| <b>32.</b> | <b>Key Subcontractors</b>                     | Redacted Under FOIA Section 43, Commercial Interests   |
| <b>33.</b> | <b>Buyer Authorised Representative</b>        | Redacted Under FOIA Section 40, Personal Information   |

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| <b>For and on behalf of the Supplier:</b><br><b>MMGRP Limited</b><br><b>&lt;Supplier Sign Here&gt;</b> |   | <b>For and on behalf of the Buyer:</b><br><b>Cabinet Office</b><br><b>&lt;Commercial Sign Here&gt;</b> |   |
| Signature:   | Redacted Under FOIA<br>Section 40, Personal Information | Signature:   | Redacted Under FOIA<br>Section 40, Personal Information |
| Name:  | Redacted Under FOIA<br>Section 40, Personal Information | Name:  | Redacted Under FOIA<br>Section 40, Personal Information |
| Role:  | Redacted Under FOIA<br>Section 40, Personal Information | Role:  | Redacted Under FOIA<br>Section 40, Personal Information |
| Date:  | Redacted Under FOIA<br>Section 40, Personal Information | Date:  | Redacted Under FOIA<br>Section 40, Personal Information |