

Order Form

CALL-OFF REFERENCE: CR-20230516-003

AUTHORITY: The Secretary of State acting through the Export Credits Guarantee Department (operating as UK Export Finance)

UKEF ADDRESS 1 Horse Guards Road, London SW1A 2HQ

THE SUPPLIER: Allen & Overy LLP

SUPPLIER ADDRESS: One Bishops Square, London E1 6AD

REGISTRATION NUMBER: OC306763

DUNS NUMBER: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated _____ 2023.

It's issued under the Framework Contract with the reference number CR_1520 for the provision of Legal Advice Services to implement USD LIBOR transition amendments in respect of the fixed rate UK Export Finance supported financing of five (5) Boeing 787-9 aircraft for [REDACTED] [REDACTED] [REDACTED] (the "Company").

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation)
3. The following Schedules in equal order of precedence:
 - Joint Schedules
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - ~~Joint Schedule 6 (Key Subcontractors)~~
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - ~~Joint Schedule 12 (Supply Chain Visibility)~~
 - Call-Off Schedules
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - ~~Call Off Schedule 5 (Pricing Details)~~
 - ~~Call Off Schedule 7 (Key Supplier Staff)~~
 - ~~Call Off Schedule 8 (Business Continuity and Disaster Recovery)}~~
 - ~~Call Off Schedule 9 (Security)~~
 - ~~Call Off Schedule 10 (Exit Management)~~
 - ~~Call Off Schedule 14 (Service Levels)~~
 - ~~Call Off Schedule 15 (Call Off Contract Management)~~
 - ~~Call Off Schedule 20 (Call Off Specification)~~
 - Call-off-Schedule 24 (Affiliate Firm)
4. Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility)

6. ~~[Call Off Schedule 4 (Call Off Tender) as long as any parts of the Call Off Tender that offer a better commercial position for the UAEF (as decided by the UAEF) take precedence over the documents above.]~~

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

The Supplier agrees that [REDACTED] as reinsurer may, if UK Export Finance notifies the Supplier accordingly, be a client of record who is entitled to rely on the advice provided by the Supplier under this Call-Off Contract and shall enter into an arrangement to give this effect (if required).

CALL-OFF START DATE: 15 May 2023

CALL-OFF EXPIRY DATE: 15 February 2024

CALL-OFF INITIAL PERIOD: 9 months

CALL-OFF DELIVERABLES:

The deliverables resulting from the requirement are expected to include legal advice from counsel in England, as further detailed below:

1 English counsel:

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

MAXIMUM LIABILITY:

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 and 11.8 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED].

CALL-OFF CHARGES

UKEF ACCOUNT WORK CHARGES

None

AEROSPACE SECTOR CUSTOMER CHARGES

- English counsel (Allen & Overy LLP): estimate of [REDACTED] based on Framework Prices

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6 in Framework Schedule 3 (Framework Prices).

REIMBURSABLE EXPENSES UKEF

None.

PAYMENT METHOD

Supplier to liaise with relevant Aerospace Sector Customer.

IF APPLICABLE UKEF'S ENVIRONMENTAL POLICY

N/A

IF APPLICABLE UKEF'S SECURITY POLICY

N/A

SECURITY MANAGEMENT PLAN

N/A

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
Partner

[REDACTED]
One Bishops Square, London E1 6AD

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Every six months from the date of this Order Form (or the following Working Day if such date is not a Working Day).

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

N/A

SERVICE CREDITS FOR UKEF ACCOUNT WORK ONLY

N/A

ADDITIONAL INSURANCES

N/A


SOCIAL VALUE COMMITMENT

N/A

For and on behalf of the Supplier:

Signature:



Name: 




Role: Partner

Date:

For and on behalf of UKEF:

Signature:



Name: 



Role: Co-Head of
Legal (interim)

Date: