# Appendix 5 (V1) - Order Form

**ORDER FORM B - AON SOLUTIONS UK LIMITED**

**National LGPS Framework for Actuarial, Benefit and Governance Consultancy Services**

**Reference number – NCCT41941**

This Order Form details the specific additional information which is unique to Aon Solutions UK Limited. This information reflects specific operational requirements of the organisations OR corporate rules which the organisations are bound by. For ease, section 2.2 - Variations to Call-off Terms and Conditions has been pre-populated with Aon’s additional requirements. It is for the customer to agree within this Order Form the Aon Solutions UK Limited specific requirements.

FROM

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| --- | --- |
| Authority | Environment Agency Pension Fund |
| Service Address | Horizon House, Deanery Road, Bristol. BS1 5AH |
| Invoice Address | As above |
| Contact Ref: | Ref: xxxxxxxxxxxxxx Phone: xxxxxxxxxxxxx  e-mail: [xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx](mailto:martin.parsons@environment-agency.gov.uk) |
| Order Number | To be quoted on all correspondence relating to this Order: 65738 |
| Order Date | 20th September 2022 |

TO

|  |  |
| --- | --- |
| Provider: | AON SOLUTIONS UK LIMITED |
| For the attention of:  E-mail | xxxxxxxxxxxxxxx xxxxxxxxxxxxxxx xxxxxxx |

|  |  |
| --- | --- |
| Telephone number | xxxxxxxxxxx |
| Address | Aon Solutions UK Limited 1 Redcliff Street  Bristol BS1 6NP |

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| 1. SERVICES REQUIREMENTS |
| (1.1) Services [and Deliverables] Required:  Lot 5 – Consultancy Services to Support Specialist Projects – Risk and Governance Services  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |
| (1.2) Commencement Date:  1 October 2022 |
| (1.3) Price Payable by Customer  As per the proposal dated ‘October 2020’’, updated for the Consumer Prices Index for the year to the previous December increases (as outlined in the framework joining instructions) in April 2021 and annually thereafter. |
| (1.4) Completion Date:  31st January 2023, or such other date as agreed by the Authority and the Provider. |

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| 2 FURTHER COMPETITION ORDER - ADDITIONAL REQUIREMENTS |
| (2.1) Any variations to Call-Off Terms and Conditions, including additions:  In accordance with Clause 6.1.1 of the Call-Off Terms and Conditions attached to the Framework Agreement, the Authority provides its consent for the Provider to: a) to subcontract any part of the services to its Affiliates (as defined in the Framework Agreement); and b) to engage third parties to provide (i) incidental or non-core aspects of the services; and (ii) technical and IT support or disaster recovery and business continuity arrangements. |
| 3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES] |
| (3.1) Key Personnel of the Provider to be involved in the Services [and Deliverables]:  As per the proposal dated ‘October 2020’. |
| (3.2) Performance and Quality Standards  In line with the quality standards outlined in the Provider’s submission to the National Framework. |
| (3.3) Location(s) at which the Services are to be provided: Remotely, any Aon office and the offices of the Authority. |
| (3.4) Contract Monitoring Arrangements  As agreed from time to time between the Authority and Provider. |
| 4. CONFIDENTIAL INFORMATION |

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| (4.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information:-  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx   * xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx * xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx * xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx   will remain confidential between the Authority and Provider unless otherwise agreed in writing.  (4.2) Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information  xxxxxxxxxxxxxxxx |
| 5. DATA PROTECTION |
| (5.1) The Customer agrees to the Provider appointing the following sub- processors:  Not applicable. The Provider shall act as an independent controller in accordance with clause 13 of Appendix 1 of the Call-Off Terms and Conditions*.*  (5.2) Any agreed variation pursuant to Appendix 1 Clause 12 (Joint Controllers).  Not applicable. The Provider is an independent controller in accordance with Appendix 1, Clause 12. |
| 6. INTELLECTUAL PROPERTY RIGHTS |
| (6.1) The following deliverables and/or information consisting of Intellectual Property Rights of the Contractor shall not vest in the Customer, notwithstanding the provisions of clause 5.7 of the Call-off Terms and Conditions:  Intellectual Property Rights contained in deliverables and/or information shall not vest in the Customer but be licenced in accordance with Clause 5.7 of the Call-off Terms and Conditions.  (6.2) The following terms apply to the Customer’s access to and/or (as applicable) use of those Intellectual Property Rights for the purposes of this Order Form:  As per the Call-off Terms and Conditions*.* |

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| 7. LIABILITY CAPS |
| 7.1) Any agreed variations to the liability cap provided for under clause 7.1.2 of the Call-off Terms and Conditions:  The Provider's maximum aggregate liability cap, as referred to in that Clause  7.1.2 of the call-off terms and conditions, shall, for the services provided under this Order Form be reduced to £xx.  This is due to the expected level of fees in this contract and in line with the previous contract (and extension). |

BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES to enter a

legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Provider and the Authority on 21st September 2022.

For and on behalf of the Provider:-

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| --- | --- |
| Name and Title | xxxxxxxxxxxxxxx |
| Signature | xxxxxxxxxxxxxxx |
| Date | xxxxxxxx |

For and on behalf of the Customer:-

|  |  |
| --- | --- |
| Name and Title | xxxxxxxxxxxxxxxx |
| Signature | xxxxxxxxxxxxxxxx |
| Date | xxxxxxxx |