

**ORDER FORM**  
**PROVISION OF ESHR SERVICES TO UKEF**

**SECTION A**

This Order Form is issued in accordance with the provisions of the Environmental, Social and Human Rights Due Diligence Framework Agreement (DN352842). The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Agreement and for the avoidance of doubt this Call Off Agreement consists of the terms set out in this Order Form and the Call Off Terms.

**DATE:** 31 March 2022

**PURCHASE ORDER NUMBER:** [REDACTED]

**FROM:** THE SECRETARY OF STATE FOR THE EXPORT CREDITS GUARANTEE DEPARTMENT (operating as UK EXPORT FINANCE), 1 Horse Guards Road, London, SW1A 2HQ Tel: 020 271 8080, the "AUTHORITY"

**TO:** AECOM Infrastructure & Environment UK Limited, company number 00880328, whose registered offices are located at Midpoint, Alencon Link, Basingstoke, Hampshire, England, RG21 7PP, the "SUPPLIER"

**SECTION B**

**1. CALL OFF AGREEMENT PERIOD**

**1.1 Call Off Commencement Date:** 2 May 2022

**1.2 Call Off Expiry Date:**

End date of Call Off Initial Period: 30 November 2022

Number of extensions available: 1

Duration of extension(s): Up to 4 months

Maximum end date of Call-off Agreement 28/02/2023

**2. CUSTOMER CORE SERVICES REQUIREMENTS**

**2.1 Services required**

The services required are from the Framework Agreement. The services required are as set out in Framework Schedule 1. Part A Services and include UK based support to be provided by [REDACTED] to the UKEF E&S Team for a period of 83 days. This will include day to day case work such as ESHR screenings, undertaking / managing E&S reviews, reviewing project E&S monitoring reports etc.

**2.2 Dates for Provision of the Services**

A maximum of 83 days to be provided between 2 May 2022 and 30 November 2022.

**2.3 Implementation Plan**

The Supplier will provide day to day support to the Authority as directed by UKEF E&S Team on a day-to-day basis, working to a nominal 4 days per week, or as mutually agreed.

## **2.4 Standards**

The Supplier shall comply with Clause 11 (STANDARDS) of the terms of the Framework Agreement.

## **2.5 Service Levels and Performance Monitoring**

The Supplier shall conform to Part C of Schedule 1 (Key Performance Indicators) of the Framework Agreement.

## **2.6 Security**

The Supplier shall conform to Clause 7 (Cyber Security), of the Framework Agreement.

# **3. SUPPLIER'S INFORMATION**

## **3.1 Commercially Sensitive Information**

Not Used

# **4. AUTHORITY'S RESPONSIBILITIES**

## **4.1 Authority's Responsibilities**

UKEF will provide IT facilities as necessary for the completion of the services.

## SECTION C

# **5. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS**

## **5.1 Key Personnel**

Supplier: AECOM [REDACTED]

Authority: UKEF, [REDACTED]

## **5.2 Protection of Authority Data**

Clause 6 (PROTECTION OF PERSONAL DATA) of the Call-Off Terms shall apply.

## **5.3 Limitations on Liability**

Clause 4 (LIABILITY AND INSURANCE) of the Call Off Terms shall apply.

## **5.4 Insurance**

Clause 4 (LIABILITY AND INSURANCE) of the Call Off Terms shall apply.

## **5.5 Termination without cause notice period**

The minimum period of time for the purposes of Clause 8.5 (AUTHORITY TERMINATION RIGHTS, Termination without Cause) of the Call Off Terms shall be ten (10) days.

## **5.6 Dispute Resolution**

Clause 22.2 (DISPUTES) of the Call Off Terms Shall Apply.

## **5.7 Communications**

The Supplier and the Contracting Authority each agree to communicate electronically over the internet, including email communications. The Supplier and the Contracting Authority shall each be responsible for protecting their own systems and interests and neither party shall be

responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in anyway arising from the use of electronic data (including e-mail) as a form of communication. Nothing in this clause shall exclude any liability arising from the negligent addressing and transmission of an email to an incorrect party.

## **6. ADDITIONAL AND/OR ALTERNATIVE CLAUSES**

### **6.1 Supplemental requirements to the Call Off Terms**

None.



### **6.2 Amendments to/refinements of the Call Off Terms**

None.



## **7. FORMATION OF CALL OFF AGREEMENT**

- 71 BY SIGNING AND RETURNING THIS ORDER FORM** (which may be done by electronic means) the Supplier agrees to enter a Call Off Agreement with the Authority to provide the Services.
- 72 The Parties hereby acknowledge and agree that they have read the Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Agreement.**
- 73 In accordance Framework Schedule 4 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Agreement shall be formed when the Authority acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt.**

**For and on behalf of the Supplier:**

Name and Title	 Regional Director, AECOM
Signature	
Date	4 April 2022

**For and on behalf of the Authority:**

Name and Title	 , Director of Resources
Signature	
Date	05 April 2022