

Appendix 5 (V1) - Order Form



National LGPS
Frameworks

By LGPS Funds, for LGPS Funds

ORDER FORM B - AON SOLUTIONS UK LIMITED

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

Reference number – NCCT41941

Aon unique contract number CON000871

FROM

Authority	Environment Agency Pension Fund
Service Address	Horizon House, Deanery Road, Bristol. BS1 5AH
Invoice Address	As above
Contact Ref:	Ref: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]
Order Number	To be quoted on all correspondence relating to this Order: 2302-EAPF
Order Date	27 th January 2023

TO

Provider:	AON SOLUTIONS UK LIMITED
For the attention of:	[REDACTED]
E-mail	[REDACTED]
Telephone number	[REDACTED]

Address	Aon Solutions UK Limited 1 Redcliff Street Bristol BS1 6NP
---------	---------------------------------------------------------------------

1. SERVICES REQUIREMENTS
<p>(1.1) Services [and Deliverables] Required:</p> <p>As described in Appendix A of the ITT Bidder Pack, project reference 34445 and in Aon Solutions UK Limited tender response of 13th December 2022.</p>
<p>(1.2) Commencement Date:</p> <p>17th February 2023</p>
<p>(1.3) Price Payable by Customer</p> <p>As per the tender dated 13th December 2022.</p> <p>The Contract Price shall remain fixed until 31 January 2024 and on that date and thereafter on each anniversary of that date for Services subsequently provided, shall be increased annually, provided that each such increase does not exceed the percentage change in the Office for National Statistics' Consumer Prices Index (or another such index as notified to the Contractor in writing) less [two] percentage points over the calendar year prior to the date of increase.</p>
<p>(1.4) Completion Date:</p> <p>16th February 2026 with the option to extend for up to a further one plus one years at the discretion of the EAPF.</p>
2 FURTHER COMPETITION ORDER - ADDITIONAL REQUIREMENTS

[REDACTED]

(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 Provider is permitted: 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 tender response dated 13th December 2022.

(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

(4.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information:-

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(4.2) Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information

No end date.

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.

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:

[REDACTED]

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 8th June 2021.

For and on behalf of [the Provider](#):-

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	Feb 17, 2023

For and on behalf of [the Customer](#):-

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	Feb 17, 2023