



ORDER FORM

National LGPS Framework for Investment Management Consultancy Services Reference number – NCCT41358

FROM

Authority	Environment Agency Pension Fund
Service Address	Horizon House, Deanery Road, Bristol, BS1 5AH
Invoice Address	[REDACTED], Horizon House, Deanery Road, Bristol, BS1 5AH [REDACTED]
Contact Ref:	Ref: ecm_65256 Phone: [REDACTED] e-mail: [REDACTED]
Order Number	To be quoted on all correspondence relating to this Order: 202208EAPF-Mercer
Order Date	1 st September 2022

TO

Provider:	Mercer Ltd
For the attention of:	[REDACTED]
E-mail	[REDACTED]
Telephone number	[REDACTED]
Address	Mercer, Tower Place, London, EC3R 5BU

1. SERVICES REQUIREMENTS

<p>(1.1) Services [and Deliverables] Required:</p> <p>Investment Management Consultancy related specialist services, Investment Consultancy Services and Manager Search, Selection, Monitoring and Review Services as set out in the ITT dated 25th May 2022.</p>
<p>(1.2) Commencement Date:</p> <p>1st August 2022.</p>
<p>(1.3) Price Payable by Customer</p> <p>As per Annex A.</p>
<p>(1.4) Completion Date:</p> <p>31st July 2025 with the option to extend at the discretion of the Authority by a further 1+1 years.</p>

2 FURTHER COMPETITION ORDER - ADDITIONAL REQUIREMENTS
<p>(2.1) Any variations to Call-Off Terms and Conditions, including additions.</p> <p>Mercer confirms that for the purposes of this Order form only (reference 202208EAPF-Mercer) appropriate consents and notices are in place in relation to personal data of its officers/employees identified in this Order form.</p> <p>To the extent that, and only when, the Provider provides to the Customer any investment or insurance services which are covered by the Financial Services and Markets Act 2000 and/or the Financial Conduct Authority, the additional terms set out from time to time in the Provider's document(s) (which are prepared in accordance with FCA requirements) 'Terms of Business for the provision of investment services' and/or 'Terms of Business for the provision of insurance services' will form part of this Agreement. The Provider will provide a copy of the relevant document(s) and of any changes to the Customer separately. Should any of the provisions of the aforementioned 'Terms of Business' document(s) and the terms of the Call-Off Terms & Conditions conflict, the former will</p>

prevail in respect of investment or insurance services.

Notwithstanding the provisions of the Call-Off Terms & Conditions, if the Financial Conduct Authority imposes requirements on the Provider such that changes are required to be made to the Call-Off Terms & Conditions, such changes are deemed to have been made with one month's notice to the Customer or such lesser period as required by the Financial Conduct Authority.

3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]

(3.1) Key Personnel of the Provider to be involved in the Services [and Deliverables]:

██████████ (Partner – Grade █), ██████████ (Grade █), ██████████ (Grade █),
██████████ (Grade █)

(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:

Generally, Bristol and London but throughout Great Britain with reasonable notice.

(3.4) Contract Monitoring Arrangements.

A quarterly and annual cumulative report of contract spend.

As agreed from time to time between the Authority and Provider, including an annual performance discussion meeting.

4. CONFIDENTIAL INFORMATION

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

Commercially Sensitive Information:

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

Confidential Information:

Information falling within the definition of “Confidential Information” as set out in Clause 1.1 of Schedule 5 of the Call-Off Terms & Conditions

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

Until the expiry or termination of the Framework Agreement.

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 further 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 Norfolk County Council on 11 October 2017.

Execution of the Order Form is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority’s electronic contract management system (“Bravo”).

Annex A – Pricing Schedule Fees payable for the services

Items	Pricing
<p>Triennial review of investment strategy including strategic and tactical asset allocation to include a full range of asset classes including alternative investments and emerging products and services;</p> <ul style="list-style-type: none"> - investment beliefs; - the use of overlays; - risk budgeting; - setting appropriate performance targets and benchmarks; - research etc. <p>Including an annual review of progress</p>	
<p>Advising on the Investment Strategy Statement and other statutory policy or reporting requirements including monitoring, reporting and assessment of investment management service providers.</p> <p>To include quarterly:</p> <p>Manager monitoring report</p> <p>Strategic performance report</p> <p><i>Input into / review of Investment Strategy Statement (ISS)</i></p> <p><i>4 Manager monitoring reports</i></p> <p><i>4 Strategic performance reports</i></p>	
<p>Attendance at meetings as required by clients, specifically:</p> <p>the supplier will need to attend annually 4 Pensions Committee and 4 Investment Sub Committee meetings and ad hoc meetings as required which will generally be Bristol or London but anywhere in Great Britain with sufficient notice. Where possible meeting will be in person but some remote meetings may occur.</p> <p>Manager review meetings (this has historically been 2 days a year).</p> <p>Monthly meeting with the investment team (2 hours).</p> <p>Any pre-meetings with officers and associated preparatory work to deliver above.</p> <p><i>4 Pensions Committee / 4 Investment Sub Committee meetings</i></p> <p><i>12 monthly investment meetings</i></p> <p><i>Manager review meetings</i></p> <p><i>Pre-meetings with officers</i></p>	
<p>Advising on Responsible Investment and Stewardship policies which set how environment, social and corporate governance considerations are taken into account in our investment approach</p>	

<p>Advising on and/or preparation of the Pension Fund Annual Report and other statutory reporting requirements.</p> <p><i>Preparation of credit risk disclosures</i></p> <p><i>Preparation of investment wording</i></p>	<div data-bbox="1179 275 1319 320" style="background-color: black; width: 88px; height: 20px; margin: 10px auto;"></div> <div data-bbox="1187 443 1311 521" style="background-color: black; width: 78px; height: 35px; margin: 10px auto;"></div>
<p>Review and selection of Additional Voluntary Contributions providers.</p>	<div data-bbox="1187 521 1311 566" style="background-color: black; width: 78px; height: 20px; margin: 10px auto;"></div>
<p>Rates</p>	<p>Maximum Day Rates (£ + VAT)</p>
<p>Director/Partner</p> <p>Senior Consultant</p> <p>Consultant</p> <p>Junior Consultant</p>	<div data-bbox="1187 656 1311 817" style="background-color: black; width: 78px; height: 72px; margin: 10px auto;"></div>