



Crown
Commercial
Service

**Call Off Order Form for
Management Consultancy Framework Agreement
RM6008
Provision to Support the Development and Running
of a Senior Executive Event
To
Cabinet Office
From
McKinsey & Company, Inc. United Kingdom
Contract Reference CCCC19A94**

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Management Consultancy Services dated 4th September 2018. This Call Off Order Form relates to the Provision to Support the Development and Running of a Senior Executive Event.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed post contract award
From	Cabinet Office ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom ("SUPPLIER")
Date	11 th November 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 11 th November 2019
1.2.	Expiry Date: End date of Initial Period: 10 th November 2020 End date of Extension Period: 18 th December 2020 Minimum written notice to Supplier in respect of extension: 1 month

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) See Statement of Requirements in Appendix A This Call-Off Contract, and the work carried out in relation to it, shall be deemed a Tier 1 contract and accordingly the Parties agree that the Customer's audit and inspection rights under clauses 18.6.2, 18.6.3 and 18.6.8 of the Framework Agreement and clauses 22.2.2(b), 22.2.2(c) and 22.2.2(h) of the Call-Off Contract shall not apply.
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3. PROJECT PLAN

3.1.	Project Plan: Call Off Schedule 4 (Project Plan) See Section 5 and 6 of the Statement of Requirements in Appendix A
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 of the Call Off Terms.
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: See Sections 7 and 11 of the Statement of Requirements in Appendix A
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: <u>Customer</u> Redacted <u>Supplier</u> Redacted Redacted
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	Redacted
5.2	Relevant Convictions In Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT): Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>The Call-Off Contract Charges are on a fixed price basis (inclusive of all expenses). For the avoidance of doubt, the Supplier will not keep accurate records of time spent per consultant grade or have such records available for inspection or invoicing purposes.</p> <p>The fixed price below is for the primary phase of the Services. For phase 2, the Parties will agree a further fixed price for the additional services for that phase.</p> <p style="text-align: center;">Redacted</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) See Section 13 of the Statement of Requirements in Appendix A</p>
6.3	<p>Reimbursable Expenses: The Call-Off Contract Charges are inclusive of all expenses.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Redacted</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the full term of the Contract including any extension options</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ 300,000.00 exc.VAT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: The Supplier's tender proposal, any breakdowns of the Call-Off Contract Charges, any Supplier Personal Data and Supplier Background IPR.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 1 st November 2019 Recital D - date of receipt of Call Off Tender: 7 th November 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements

10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms. The Supplier will use the Customer’s Confidential Information only for purposes of performing the Services and will protect the Customer’s Confidential Information in accordance with the Supplier’s “Data Protection Protocols” available at: Redacted (the “Protocols”).
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: Redacted Supplier’s postal address and email address: Redacted
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not Applied
10.12	Call Off Tender: Schedule 16 (Call Off Tender) See Appendix Redacted
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Not applied

10.15

1. The contact details of the Customer Data Protection Officer is:
To be confirmed post contract award
2. The contact details of the Suppliers Data Protection Officer is:
To be confirmed post contract award
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	CCCC19A94
Date:	11th November 2019
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A

10.16	MOD DEFCONs and DEFFORM Not Applied
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FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	Redacted
Signature	Redacted
Date	11/11/2019

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	13/11/2019