



Crown
Commercial
Service

**Provision of Consultancy for
CCS Customer Rebate Scheme
TO
Crown Commercial Service
From
McKinsey & Company, Inc. United Kingdom**

Contract Reference: CCCC19A81

FRAMEWORK SCHEDULE 4

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 RM6008 dated 04 September 2018.

This Call Off Contract is for the Provision of Consultancy for CCS Customer Rebate Scheme.

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 completed post contract award
From	Crown Commercial Service ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom ("SUPPLIER")
Date	21st November 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 25 th November 2019
1.2.	Expiry Date: End date of Initial Period: 19 th June 2020

2. SERVICES

2.1.	<p>Services required:</p> <p>In Call Off Schedule 2 Annex 1: The Services</p> <div data-bbox="437 1541 496 1603"></div> <p>Statement of requirements The Ser</p> <p>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 Call Off Contract shall not apply.</p>
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3. PROJECT PLAN

3.1.	Project Plan (Call Off Schedule 4 (Project Plan)) The Supplier shall provide the Customer with a draft project plan for approval within 1 week from the Call Off Commencement date.
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4. CONTRACT PERFORMANCE

4.1.	Standards: Clause 11 (Standards and Quality) shall apply Call Off Schedule 2 Annex 1: The Services, all services provided shall be of high standard.
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Call Off Schedule 2 Annex 1: The Services, Section 15 (Service Levels and Performance)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Customer REDACTED Supplier REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) 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 and will not make them available for inspection or invoicing purposes.
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6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): See Section 17 (Payment and Invoicing) of the Statement of Requirements – Call Off Schedule 2 Annex 1: The Services
6.3	Reimbursable Expenses: Not permitted All expenses including expenses to and from the base location (London office) and the Liverpool office shall be included in the Supplier's submission as per Section 19 of the Statement of Requirements (Call Off Schedule 2 Annex 1: The Services)
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Crown Commercial Service, Finance team, 9 th Floor, The Capital, Old Hall Street, Liverpool L39PP Email: supplierinvoices@crowncommercial.gov.uk
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The life of the Call Off Contract Years from the Call Off Commencement Date
6.6	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
6.7	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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: £149,410.00 (exc VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); 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 of Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms)); Clause 42.2 of the Call Off Terms
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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: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: The Supplier proposal document, the any breakdowns of the Call-Off Contract Charges, any Supplier's personal data and the Supplier Tools

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: 6 th November 2019 Recital D – date of receipt of Call Off Tender: 12 th November 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements set out in paragraphs 1 to 5 of Schedule 7 (Security) shall apply. The Supplier shall conform to the signed non disclosure agreement. This signed NDA shall then also apply.
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 30 days
10.7	NOT USED

10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):
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 Not applied
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: The Customer will own all reports and other deliverables prepared for and furnished to the Customer by the Supplier in connection with the Services (the "Deliverables"), save that the Supplier retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services (the "Supplier Tools"), it being understood that none of the Supplier Tools will contain the Customer's Confidential Information. To the extent the Deliverables include any embedded Supplier Tools, the Supplier hereby grants the Customer a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use and copy the Supplier Tools solely as part of the Deliverables.
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) REDACTED
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Not applicable
10.15	Processing Data (Call Off Schedule 17) <ol style="list-style-type: none"> The contact details of the Customer Data Protection Officer is: REDACTED The contact details of the Suppliers Data Protection Officer is: REDACTED The Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data from the Customer in relation to this Call-Off Contract. The Customer will inform the Supplier explicitly and seek its prior

	written consent if it wishes to supply any Personal Data to the Supplier and in which case the Parties will agree suitable Personal Data protection clauses to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Call-Off Contract.
10.16	NOT USED

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	22/11/2019

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	13/12/2019