



**Crown
Commercial
Service**

**Consultancy Services to HM Treasury
To
HM Treasury**

From

McKinsey & Company, Inc. United Kingdom

Contract Reference: CCCC20A89



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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 **RM3745** dated 21st November 2017.

This Call Off Order Form relates to the Consultancy Services to HM Treasury

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 Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed following contract award
From	HM Treasury ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 29 th June 2020
	Expiry Date: End date of Initial Period 28th August 2020 End date of Extension Period: Not applicable Minimum written notice to Supplier in respect of extension: Not applicable

SERVICES

2.1.	Services required: REDACTED
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PROJECT PLAN

3.1.	Project Plan: The Supplier shall provide the Customer with a draft Project Plan for Approval within 2 Working Days from the Call Off Commencement Date
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CONTRACT PERFORMANCE

4.1.	Standards: Not applicable
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days

PERSONNEL

5.1	Key Personnel: HM Treasury REDACTED McKinsey REDACTED
5.2	Relevant Convictions In Clause 28.2 of the Call Off Terms

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The maximum value of the contract will be up to £342,000.00 (ex VAT) REDACTED These rates are to remain firm for the duration of the contract including any contract extensions. The Call Off Contract rates are outlined below:
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	<p>REDACTED</p> <p>Call Off charges shall not exceed the maximum day rate of the Management Consultancy Framework – Lot 5 – Health and Community.</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Payment in full on receipt of all deliverables and their acceptance by the Customer.</p>
6.3	<p>Reimbursable Expenses:</p> <p>The Call Off Charges are inclusive of all expenses.</p> <p>The Services will be carried out virtually and provided online, and there is no expected travel for the delivery of these services. As such the Authority would not expect any claims for expenses.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices can be submitted to:</p> <p>Accounts Payable, HM Treasury, Rosebery Court, St Andrews Business Park, Norwich, NR7 0HS</p> <p>Or can be sent via email to: REDACTED</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the contract term</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:</p> <p>Not applicable</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)):</p> <p>Not Permitted</p>

LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £342,000.00 (ex VAT)</p>
7.2	<p>Supplier's limitation of Liability</p> <p>In Clause 37.2.1 of the Call Off Terms</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>The Supplier's standard business insurance shall apply</p>

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to five (5) Working Days
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)

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The Supplier's proposal and pricing, any Supplier Personal Data and Supplier Background IPR shall be classed as commercially sensitive information.

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
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 applicable
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applicable
10.7	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Not applicable
10.8	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: REDACTED HMT Treasury,

	<p>1 Horse Guards Road, London, SW1A 2HQ</p> <p>Email: REDACTED</p> <p>Supplier's postal address and email address: McKinsey & Company, Inc. United Kingdom The Post Building 100 Museum Street London WC1A 1PB United Kingdom</p> <p>Email: REDACTED</p>
10.9	<p>Transparency Reports</p> <p>Not applicable</p>
10.10	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</p> <p>Not applicable</p>
10.11	<p>Call Off Tender:</p> <p>REDACTED</p>
10.12	<p>Publicity and Branding</p> <p>In Clause 36.3.2 of the Call Off Terms</p>
10.13	<p>Staff Transfer</p> <p>Not applicable</p>
10.14	<p>Processing Data</p> <p>Call Off Schedule 17</p>

	<p>The contact details of the Customer Data Protection Officer is:</p> <p>REDACTED</p> <p>The contact details of the Suppliers Data Protection Officer is:</p> <p>REDACTED</p> <p>The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>Any such further instructions shall be incorporated into this Schedule.</p> <table border="1" data-bbox="309 721 1396 1986"> <tr> <td data-bbox="309 721 528 842">Contract Reference:</td> <td data-bbox="528 721 1396 842">CCCC20A89</td> </tr> <tr> <td data-bbox="309 842 528 938">Date:</td> <td data-bbox="528 842 1396 938">19.06.2020</td> </tr> <tr> <td data-bbox="309 938 528 1146">Description Of Authorised Processing</td> <td data-bbox="528 938 1396 1146">Details</td> </tr> <tr> <td data-bbox="309 1146 528 1364">Identity of the Controller and Processor</td> <td data-bbox="528 1146 1396 1364">The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td data-bbox="309 1364 528 1581">Use of Personal Data</td> <td data-bbox="528 1364 1396 1581">Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.</td> </tr> <tr> <td data-bbox="309 1581 528 1776">Duration of the processing</td> <td data-bbox="528 1581 1396 1776">For the duration of the Framework Award plus 7 years.</td> </tr> <tr> <td data-bbox="309 1776 528 1986">Nature and purposes of the processing</td> <td data-bbox="528 1776 1396 1986"></td> </tr> </table>	Contract Reference:	CCCC20A89	Date:	19.06.2020	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	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.	Duration of the processing	For the duration of the Framework Award plus 7 years.	Nature and purposes of the processing	
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	Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure Information Qualifications or certifications Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number Bank statements Utility bills Job title or role Job application details Start date End date & reason for termination Contract type Compensation data
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		<p>Photographic facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>
	Categories of Data Subject	
10.16	MOD DEFCONs and DEFFORM	
	Not applicable	

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	REDACTED

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED