

**Provision of Consultancy for Functional Governance, Standards & Accountability**

**TO**

**Cabinet Office**

**From**

**McKinsey & Company, Inc. United Kingdom**

**Contract Reference: CCCC18A83**

12/08/2013

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS FOR THE MANAGEMENT CONSULTANCY FRAMEWORK AGREEMENT (RM6008)**

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Provision of Consultancy for Functional Governance, Standards and Accountability dated 14th September 2018.

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.

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| --- | --- |
| Order Number | **To be advised by Contracting Authority post award** |
| From | **The Cabinet Office**  **("CUSTOMER")** |
| To | **McKinsey & Company, Inc. United Kingdom**  **("SUPPLIER")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**: Monday 17th September 2018 |
|  | **Expiry Date**: Monday 10th December 2018 |

1. Services

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| 2.1. | **Services required**:  Please see Statement of Requirements below:    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. |

1. PROJECT Plan

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| **3.1.** | **Project Plan**:  In Call Off Schedule 4 (Project Plan) |

1. contract performance

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

1. personnel

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| **5.1** | **Key Personnel**:  **Not used** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  **Not Applied** |

1. PAYMENT

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| **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 Charges are at £990,000.00 (excluding VAT) on a fixed price basis. |
| **6.2** | **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) |
| **6.3** | **Reimbursable Expenses**:  Not permitted**.** |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  **The Cabinet Office**  **1 Horseguards Road**  **London**  **SW1A 2HQ** |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  A period of 12 weeks from the Call Off Commencement Date: Monday 17th September 2018 to Monday 10th December 2018. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall 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 |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  For the avoidance of doubt, this Contract is at £990,000.00 (excluding VAT) on a fixed price basis. |
| **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): |

1. TERMINATION and exit

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| **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 42.7.1 of the Call Off Terms):  In Clause 42.7.1 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 |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applied |
| **9.2** | **Commercially Sensitive Information**:  The Supplier’s tender response, any Supplier personal data and the Supplier Background IPR |

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recital A  Recital C  Recital E |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  **Short** form security requirements **apply**  AND  **Security Policy please refer the specification of requirement.** |
| **10.4** | **ICT Policy:**  Not applied |
| **10.6** | **Business Continuity & Disaster Recovery**:  In Call Off Schedule 8 (Business Continuity and Disaster Recovery) |
| **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. |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address:  HMT, Horse Guards Road, Westminster, London, SW1A 2HQ.  **REDACTED**  Supplier’s postal address:  McKinsey & Company Inc. United Kingdom  No. 1 Jermyn Street  London  SW1Y 4UH  [**REDACTED**](mailto:katrina_johnstone@mckinsey.com) |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **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):**  **Not Applied** |
| **10.12** | **Call Off Tender**:  Tender document attached below:  **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**  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.**

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| **For and on behalf of the Supplier:** | |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 21/9/2018 |
| **For and on behalf of the Customer:** | |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 27/09/2018 |