

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

PROVISION OF CONSULTANCY

TO

HM TREASURY (HMT)

FROM

MCKINSEY & COMPANY, INC. UNITED KINGDOM

CONTRACT REFERENCE: CCCC20B00

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 (Lot 4) for the provision of Consultancy for Future [REDACTED] Options for the UK Steel Sector dated **04 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.

Order Number	CCCC20B00
From	HM Treasury ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom ("SUPPLIER")
Date	18th January 2021 ("DATE")

SECTION B**1. CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: 18 th January 2021
1.2.	Expiry Date: End date of Initial Period: 19 th March 2021 End date of Extension Period: 21 st April 2021 Minimum written notice to Supplier in respect of extension: Two weeks

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)	See Statement of Requirements at Annex A.
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3. PROJECT PLAN

3.1.	Project Plan:	See Statement of Requirements at Annex A.
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4. CONTRACT PERFORMANCE

4.1.	Standards:	See Clause 11 (Standards and Quality). Applied.
4.2	Service Levels/Service Credits:	See Statement of Requirements at Annex A.
4.3	Critical Service Level Failure:	Not applicable.
4.4	Performance Monitoring:	See Statement of Requirements at Annex A.
4.5	Period for providing Rectification Plan:	See Clause 39.2.1(a) (Rectification Plan Process).

5. PERSONNEL

5.1	Key Personnel:	Customer: [REDACTED] Supplier: [REDACTED]
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):	Applied

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>For the avoidance of doubt, the total initial contract value will not exceed £674,700.00 exc. VAT unless (i) the Customer requests the Supplier to provide additional Services within the Initial Period and/or (ii) the Customer exercises its option to extend by one month. If either or both of scenarios (i) and (ii) apply in no event shall the revised total contract value exceed £1,000,000.00 exc. VAT.</p> <p>[REDACTED]</p> <p>See Annex B for milestone price details including rates.</p> <p>Rates are to remain firm for the remainder of the contract.</p>
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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) See Statement of Requirements at Annex A
6.3	Reimbursable Expenses:	Permitted. See Statement of Requirements at Annex A
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	[REDACTED]
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	The duration of the Call Off Contract, from the Call Off Commencement Date to the Call Off Expiry 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:	The sum of £674,700.00 (excluding VAT).
7.2	Supplier's limitation of Liability	In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms):	See 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 (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:	Not applied

9. 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

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):	Rectial 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 applied.
10.6	Business Continuity & Disaster Recovery:	In Call off Schedule 8 (Business continuity and disaster recovery)

		Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be not applicable
10.7	NOT USED	
10.8	Protection of Customer Data	(Clause 35.2.3 of the Call Off Terms): Applied
10.9	Notices (Clause 56.6 of the Call Off Terms):	Customer’s postal address and email address: HM Treasury 1 Horse Guards Road, London, SW1A 2HQ. [REDACTED] Supplier’s postal address and email address: The Post Building, 100 Museum Street, London WC1A 1PB [REDACTED]
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)	Not applicable
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 [REDACTED] (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. The Customer agrees that, without Supplier’s prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Supplier Tool or Deliverable, or (b) remove or circumvent security or technological

		<p>safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Supplier Tool or Deliverable.</p> <p>The Customer acknowledges and agrees that the situation around COVID19 is highly dynamic, evolving rapidly, subject to significant uncertainty, lack of reliable information and other events completely beyond the parties' control. Supplier cannot and will not give medical, tax, accounting, investment, regulatory, public health or legal advice. It will be important for the Customer to consider this context and secure such appropriate advice prior to making any decisions in connection with the Services. The Supplier's services are being provided on an expedited basis and do not have the benefit of the detailed analysis the Supplier would normally conduct in performing its work.</p> <p>Customer acknowledges and agrees that any results, options, data, recommendations, analyses, or other information generated by the Deliverables are dependent upon the accuracy of the information processed thereby (including as provided by Client), as well as upon Customer's proper use of the Deliverables. Supplier does not supplant Customer's management or other decision-making bodies and does not guarantee results. Customer remains solely responsible for its decisions, actions, its use of the Deliverables and its compliance with applicable laws, rules and regulations.</p>
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10.12	Call Off Tender:	See Supplier Proposal at Annex C
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)	Not applied.
10.14	Staff Transfer	Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Call Off Tender identified no sub-contractors.
10.15	Processing Data Call Off Schedule 17	<ul style="list-style-type: none"> The contact details of the Customer Data Protection Officer is: HM Treasury Data Protection Officer [REDACTED] The contact details of the Suppliers Data Protection Officer is: [REDACTED] The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this Schedule. <p>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</p>

		clauses to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Call-Off Contract.
Contract Reference:		CCCC20B00
Date:		18th January 2021
Description Of Authorised Processing		Provision of Consultancy for Future [REDACTED] Options for the UK's Steel Sector
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.
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 Contract plus 7 years.
Nature and purposes of the processing		
Type of Personal Data		Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certifications Nationality

	<p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <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>	
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Categories of Data Subject			
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15	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:

[REDACTED]

For and on behalf of the Customer:

[REDACTED]

Annexes

Annex A - Statement of Requirements

Annex B - Prices

Annex C - Supplier Proposal (technical)