



Crown
Commercial
Service

**Provision of Consultancy Support for
Central Analytics Cell (Covid19)
to
Cabinet Office
From
McKinsey & Company, Inc. UK**

Contract Reference: CCCC20A90

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.

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 advised by Contracting Authority post award
From	Cabinet Office ("CUSTOMER")
To	McKinsey & Company, Inc. UK ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1	Commencement Date: The contract is deemed to have commenced on the 8 th June 2020
1.2	Expiry Date: End date of Period: 4 th July 2020 End date of Extension Period: 31 st July 2020 Minimum written notice to Supplier in respect of extension: 10 days

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) – and also provided at Annex 1 – Services Required, of this document.
------------	--

PROJECT PLAN

3.1.	Project Plan: Not Applicable
-------------	--

CONTRACT PERFORMANCE

4.1.	Standards: Not Applied
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: In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel: Customer- Redacted Supplier- Redacted
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

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) As per charges agreed, which are indicated within Annex 2 – Call Off Contract Charges, of this document. The value of the Charges shall be £605,600.00 excluding VAT
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: The Call Off charges are inclusive of all expenses.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): APinvoices-CAB-U@gov.sscl.com
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the life of the Call Off Contract 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

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of up to £605,600.00 (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

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): 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

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
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 Recital C - date of issue of the Statement of Requirements: Not Applicable Recital D - date of receipt of Call Off Tender: Not Applicable
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
10.5	Testing: 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 Not Applied.
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Not Applied
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: 70 Whitehall London, Greater London SW1A 2AS 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)

10.11	<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>								
10.12	<p>Call Off Tender:</p> <p>In Call Off Schedule 16 and also provided at Annex 3 – Call Off Tender, within this document.</p>								
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>In Clause 36.3.2 of the Call Off Terms</p>								
10.14	<p>Staff Transfer</p> <p>Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>								
10.15	<ol style="list-style-type: none"> 1. The contact details of the Customer Data Protection Officer is: Redacted 2. The contact details of the Suppliers Data Protection Officer is: Redacted 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. <table border="1" data-bbox="312 1272 1388 1908"> <tr> <td data-bbox="312 1272 528 1391">Contract Reference:</td> <td data-bbox="536 1272 1388 1391">CCCC20A90</td> </tr> <tr> <td data-bbox="312 1402 528 1485">Date:</td> <td data-bbox="536 1402 1388 1485">22nd June 2020</td> </tr> <tr> <td data-bbox="312 1496 528 1697">Description Of Authorised Processing</td> <td data-bbox="536 1496 1388 1697">Details</td> </tr> <tr> <td data-bbox="312 1709 528 1908">Identity of the Controller and Processor</td> <td data-bbox="536 1709 1388 1908">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> </table>	Contract Reference:	CCCC20A90	Date:	22nd June 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.
Contract Reference:	CCCC20A90								
Date:	22nd June 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	
	Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information Qualifications or certifications</p> <p>Nationality</p> <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>
	<p>Categories of Data Subject</p>	
<p>10.16</p>	<p>MOD DEFCONs and DEFFORM</p> <p>Not Applied</p>	

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	30 July 2020

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	

