



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

DEFENCE MEDICAL SERVICES MEDICAL ESTATE RATIONALISATION

CONTRACT REFERENCE: CCCC20A96

CONTRACT FOR

JOINT MEDICAL GROUP MINISTRY OF DEFENCE

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 provided by customer post award
From	Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland Centre of Defence Health Engagement, a body of Ministry of Defence ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: <u>10/08/2020</u>
1.2.	Expiry Date: <u>13/11/2020</u> End date of Initial Period <u>09/10/2020</u> End date of Extension Period <u>13/11/2020</u> Minimum written notice to Supplier in respect of extension: 1 week

SERVICES

2.1.	Services required: In Annex A Statement of Requirements
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PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)																												
	The following Contract milestones/deliverables shall apply:																												
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CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>The Customer will measure the quality of the Supplier's delivery by:</p> <table border="1" data-bbox="416 353 1407 1133"> <thead> <tr> <th data-bbox="416 353 571 421">KPI/SLA</th> <th data-bbox="571 353 799 421">Service Area</th> <th data-bbox="799 353 1219 421">KPI/SLA description</th> <th data-bbox="1219 353 1407 421">Target</th> </tr> </thead> <tbody> <tr> <td data-bbox="416 421 571 591">1</td> <td data-bbox="571 421 799 591">Delivery timescales</td> <td data-bbox="799 421 1219 591">All materials and activities (referred to in the milestone section) to be delivered within the time specified.</td> <td data-bbox="1219 421 1407 591">100%</td> </tr> <tr> <td data-bbox="416 591 571 792">2</td> <td data-bbox="571 591 799 792">Quality</td> <td data-bbox="799 591 1219 792">Quality of deliverables to be defined by key stakeholders to meet their needs and to be assessed by feedback from the stakeholders</td> <td data-bbox="1219 591 1407 792">100%</td> </tr> <tr> <td data-bbox="416 792 571 994">3</td> <td data-bbox="571 792 799 994">Engagement and Relationship</td> <td data-bbox="799 792 1219 994">Engagement with the Customer and nominated stakeholders is appropriate and focused on Service delivery.</td> <td data-bbox="1219 792 1407 994">100%</td> </tr> <tr> <td data-bbox="416 994 571 1133">4</td> <td data-bbox="571 994 799 1133">Knowledge transfer</td> <td data-bbox="799 994 1219 1133">Effective knowledge transfer is to be provided throughout the period of engagement</td> <td data-bbox="1219 994 1407 1133">100%</td> </tr> </tbody> </table>	KPI/SLA	Service Area	KPI/SLA description	Target	1	Delivery timescales	All materials and activities (referred to in the milestone section) to be delivered within the time specified.	100%	2	Quality	Quality of deliverables to be defined by key stakeholders to meet their needs and to be assessed by feedback from the stakeholders	100%	3	Engagement and Relationship	Engagement with the Customer and nominated stakeholders is appropriate and focused on Service delivery.	100%	4	Knowledge transfer	Effective knowledge transfer is to be provided throughout the period of engagement	100%
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4.3	Critical Service Level Failure: Not applied				
4.4	Performance Monitoring: Adherence to SLA listed in 4.2				
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms				

PERSONNEL

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

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. REDACTED
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: Expenses are included within the Call Off Contract Charges.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <u>REDACTED</u>

6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the full term of the contract
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 Applicable
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 REDACTED (excluding 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): 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
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OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital C - date of issue of the Statement of Requirements: 06/07/2020 Recital D - date of receipt of Call Off Tender: 28/07/2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: To be provided by the Customer before the Commencement Date
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): REDACTED
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):

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, knowhow, 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 nonexclusive, 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 McKinsey’s prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any McKinsey Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any McKinsey Tool or Deliverable.

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.

Handling of Export-Controlled Data. The Customer will not provide the Supplier any items (hardware, software, or technology) or services for which government authorization is required for export, reexport, or transfer without (i) the Supplier’s prior written consent, and (ii) advance notification to the Supplier of the applicable Trade Control Laws and the export classification(s) of such items and/or services.

10.12	Call Off Tender: In Call Off Schedule 16										
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 Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).										
10.15	Processing Data Call Off Schedule 17										
	<ol style="list-style-type: none"> 1. The Processor shall comply with any further written instructions with respect to processing by the Controller. 2. Any such further instructions shall be incorporated into this Schedule. 										
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	Duration of the processing	For the duration of the Framework Award plus 7 years.
	Nature and purposes of the processing	For the exchange of information between the parties to this contract
	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>	
	Categories of Data Subject	<p>Contractors</p> <p>Service Providers</p> <p>Suppliers</p>	
10.16	MOD DEFCONs and DEFFORM		
	Call Off Schedule 15		
<p>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</p> <p>DEFCONs</p>			
	DEFCON No	Version	Description

658	10/17	Cyber
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514	08/15	Material Breach
520	05/18	Corrupt Gifts and Payments of Commission
530	12/14	Dispute Resolution (English Law)
604	06/14	Progress Reports
605	06/14	Financial Reports
625	10/98	Co-operation On Expiry of Contract
642	06/14	Progress Meetings
660	12/15	Official-Sensitive Security Requirements
76	12/06	Contractor's Personnel at Government Establishments
531	11/14	Disclosure of information
609	08/18	Contractor's Records
539	08/13	Transparency
516	04/12	Equality
522	11/17	Payment and Recovery of Sums
529	09/97	Law (English)
532A	04/20	Protection of Personal data (Where Personal Data is not being processed on behalf of the Authority)
538	06/02	Severability
550	02/14	Child Labour and Employment

5J	18/11/16	Unique Identifiers
DEFFORMs		
DEFFORM No	Version	Description
539A	08/13	Tenderer's Commercially Sensitive Information Form

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	31/7/2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	10/08/2020