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**Call Off Order Form for  
Management Consultancy Framework Two  
RM6008**

Provision of Defra Group Management Consultancy  
Support Arrangements – Lot 1 Strategic Consultancy

**To**

Defra Group

**From**

*McKinsey & Company, Inc. United Kingdom*

Contract Reference 28595

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**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 for the provision of **Defra Group Management Consultancy Support Arrangements - Lot 1 Strategic Consultancy** dated 17/05/2021.

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.

Contract Number	ecm_61540 (Project ref: 28595)
From	<b>Defra Group</b> ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom [REDACTED] [REDACTED] [REDACTED] ("SUPPLIER")
Date	<b>02/07/2021</b> ("DATE")

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

<b>1.1.</b>	<b>Commencement Date: 02/07/2021</b>
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<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: <b>30/06/2024</b>  End date of Extension Period: First 12 Month Optional Extension – <b>30/06/2025</b> Second 12 Month Optional Extension – <b>30/06/2026</b>  Minimum written notice to Supplier in respect of extension: <b>30 Days</b>
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## 2. SERVICES

<b>2.1</b>	<b>Services required:</b>  Call Off Schedule 2 (Services)  See Appendix A – Statement of Requirements.
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## 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> Call Off Schedule 4 (Project Plan)  Not Applied
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## 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>  In Clause 11 of the Call Off Terms See Appendix A – Statement of Requirements.
<b>4.2</b>	<b>Service Levels/Service Credits:</b>  See section 11 of Appendix A – Statement of Requirements.
<b>4.3</b>	<b>Critical Service Level Failure:</b>  Not applied
<b>4.4</b>	<b>Performance Monitoring:</b>  See section 11 of Appendix A - Statement of Requirements.

4.5	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms
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## 5. PERSONNEL

5.1	<b>Key Personnel:</b> <u>Customer</u> <div style="background-color: black; height: 15px; width: 350px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 520px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 15px; width: 290px; margin-bottom: 2px;"></div> <u>Supplier</u> <div style="background-color: black; height: 15px; width: 110px; margin-bottom: 2px;"></div>
5.2	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):
	In Clause 28.2 of the Call Off Terms

## 6. PAYMENT

6.1	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): As per Call Off Schedule 3: Call Off Contract Charges, Payment and Invoicing <div style="background-color: black; height: 15px; width: 650px; margin-bottom: 2px;"></div> <p>Unless otherwise agreed in writing, each engagement shall be fixed at a price to be agreed. Payment terms are set out in 6.2 below.</p> <p>This Call-Off Contract, and the work carried out in relation to it, shall be deemed a Tier 1 contract (following the Crown Commercial Service's Information Note 05/16 on "Open Book Contract Management" and the accompanying OBCM guidance) 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 the Call Off Contract shall not apply.</p> <p>Consistent with the Supplier's fixed fee approach the Supplier will not be providing any records of time spent per consultant grade.</p>
6.2	<b>Payment terms/profile</b> Monthly in arrears based on Defra agreed and signed-off delivery of project milestones or any other commercial model as defined via each Project Engagement Letter. 30-day payment terms apply. Payment via BACS.

<b>6.3</b>	<b>Reimbursable Expenses:</b> <div style="background-color: black; height: 15px; width: 80px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 670px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 570px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 600px;"></div>
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices should be sent electronically to <div style="background-color: black; height: 15px; width: 330px; display: inline-block;"></div> <div style="background-color: black; height: 15px; width: 275px; display: inline-block;"></div> quoting the individual <div style="background-color: black; height: 15px; width: 90px; display: inline-block;"></div> reference.
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The Contract Term including any extension options and any termination assistance period. Should any extension be executed under the terms of this call off contract, a review of the fixed prices shall be undertaken with any changes being agreed by both parties prior to any implementation. Any increases in fixed prices shall be limited to the CPI rate prevailing at the time of extension or in any event capped at 2%.
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off 
	As per paragraph 9 of Call Off Schedule 3: Call Off Contract Charges, Payment and Invoicing.
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call As per paragraph 10 of Call Off Schedule 3: Call Off Contract Charges, Payment and Invoicing.

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> <ul style="list-style-type: none"> <li>• Lot 1 Strategic Consultancy – Up to £10,000,000 (across three suppliers)</li> </ul>
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off terms

<b>7.3</b>	<b>Insurance</b>
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As per Framework Schedule 14 (Insurance Requirements):

- Third Party Public & Products Liability Insurance – Not less than five million pounds (£5,000,000) in respect of any one occurrence and in the aggregate per annum.
- Professional Indemnity Insurance - Not less than five million pounds (£5,000,000) in respect of any one occurrence and in the aggregate per annum.
- UK employers' liability insurance and motor third party liability insurance – required to meet obligation under applicable law in full.

## 8. TERMINATION AND EXIT

8.1	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
8.4	<b>Exit Management:</b> Call Off Schedule 9 (Exit Management) shall be amended as follows: The notice period for projects shall be specified on a case-by-case basis and will be linked to the duration of that specific project. The minimum notice period shall be no less than 5 working days.

## 9. SUPPLIER INFORMATION

	Not Applied
9.2	<b>Commercially Sensitive Information:</b> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> As per Clause 35.4 Transparency and Freedom of Information

## 10. OTHER CALL OFF REQUIREMENTS

10.1	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: <b>29/01/2021</b> Recital D - date of receipt of Call Off Tender: <b>05/03/2021</b>
10.2	<b>Call Off Guarantee</b> (Clause 4 of the Call Off Terms): Not required

9.1	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>
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Management Consultancy Framework Two (MCF2) - PM6008

Framework Schedule 4 – Call Off Order Form

Attachment 5a

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<b>10.3</b>	<p><b>Security:</b></p> <p>As per Call Off Schedule 7 (Security).</p> <p>ANNEX 1: SECURITY POLICY</p> <p>The Supplier will be required to supply, on request its ISO27001 certification as part of the Defra/ Environment Agency security assurance process.</p> <p>ANNEX 2: Security Management Plan</p> <p>As stated within Schedule 7. The Supplier shall publish, maintain and supply the Security Management Plan that supports the services provided to the Customer, upon request, as part of the Defra/ Environment Agency security assurance process.</p>
<b>10.4</b>	<p><b>ICT Policy:</b></p> <p>If an ICT Policy is required, it will be directed by the Project Engagement Letter.</p>
<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>Not applied</p> <p><b>Disaster Period:</b></p> <p>For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A</p>
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<p><b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):</p> <p>It is envisaged that no personal data will be processed by the Supplier but where, on an individual project basis, the Supplier will be processing personal data, Defra reserves the right to address this additional risk and agree a management plan with the Supplier prior to commencement of the project’.</p>



<p><b>10.9</b></p>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p><b>Defra Group Commercial,</b> [REDACTED]</p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>e-mail: [REDACTED]</p> <p>Supplier's postal address and email address:</p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>e-mail: [REDACTED]</p> <p><b>Address:</b></p> <p>McKinsey &amp; Company, Inc. United Kingdom</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p><b>10.10</b></p>	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p>

10.11	<p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b></p> <p>Each Project Engagement Letter shall incorporate the terms of this Call-off Contract, unless explicitly varied.</p> <p>The Customer will inform the Supplier explicitly and seek its prior written consent if it wishes to supply any Personal Data (for data processing purposes) 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.</p> <p>The Supplier cannot and will not give regulatory, public health, policy, tax, investment, legal or other regulated advice. The Customer must consider this context and secure appropriate legal, medical and other relevant advice prior to making any decisions in connection with the services.</p> <p>The Customer will review and approve or concur in the Supplier's work, including its methodologies and approaches and the Deliverables, in carrying out the services. The 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 the Customer), as well as upon the Customer's proper use of the Deliverables. The Customer remains solely responsible for its decisions, actions, its use of the Deliverables and its compliance with applicable laws, rules and regulations.</p> <p>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, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases,</p>
	<p>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 non-exclusive, non-transferable, non-sublicenseable, worldwide, royaltyfree 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.</p>

10.12	<p><b>Call Off Tender:</b></p> <p>Schedule 16 (Call Off Tender)</p> <p>See Appendix B</p> <p>For the avoidance of doubt the entire tender submitted by the Supplier is commercially sensitive and confidential. Should Defra receive a Freedom of Information (FOI) request under the FOI Act 2000; then Defra reserves the right to redact the tender document appropriately to ensure any such request are compliant with its obligations under the FOIA 2000. Any requests will be notified by Defra to the Supplier and furthermore the Supplier shall be consulted with before any release is made.</p>
10.13	<p><b>Publicity and Branding (Clause 36 of the Call Off Terms)</b></p> <p>In addition to Clause 36.3.2, the Supplier shall:</p> <p>Not take any information offsite nor work offsite on the client department's information, without the prior approval of the client department.</p>
10.14	<p><b>Staff Transfer</b></p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p> <p>Current subcontractors are as follows: [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
10.15	<p><b>Processing Data</b></p>

██████████ The contact details of the Customer Data Protection Officer are: Defra Data Protection ██████████

2. The contact details of the Suppliers Data Protection Officer are:  
[REDACTED]  
[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.

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<b>Date:</b>	17/05/2021
<b>Description of Authorised Processing</b>	<b>Details</b>
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 Call Off Contract.
Use of Personal Data	Managing the obligations under the Call Off Contract, including exit management, and other associated activities.
Duration of the processing	For the duration of the Call Off Contract plus 7 years. Note it is not intended to process any personal data.
Nature and purposes of the processing	Note it is not intended to process any personal data.

	Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title
	Categories of Data Subject	Current personnel Contractors/Consultants Customers Public officers Suppliers Website end users
10.16	<b>MOD DEFCONs and DEFFORM</b>  Not Applied	



## 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	
Signature	
	2 <sup>nd</sup> July 2021

### For and on behalf of the Customer:

Name and Title	
Signature	
Date	







[REDACTED]

[REDACTED]