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**Call Off Order Form for Management Consultancy Services**

**Provision of Consultancy for National Testing Programme In Relation To Covid19 -  
Phase 2**

**To**

**Department of Health and Social Care**

**From**

**McKinsey & Company Inc. UK.**

**Contract Reference: CCCC20A79**

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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 Management Consultancy Services dated 04 September 2018.

This Call Off Order Form relates to the Provision of Consultancy for National Testing Programme In Relation to Covid19 - Phase 2

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 Authority at contract award
From	<b>Department of Health and Social Care ("CUSTOMER")</b>
To	<b>McKinsey &amp; Company Inc. UK ("SUPPLIER")</b>
Date	<b>29<sup>th</sup> May 2020 ("DATE")</b>

##### **SECTION B**

#### **1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 27 <sup>th</sup> April 2020
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Period: 19 <sup>th</sup> June 2020  End date of Extension Period: N/A  Minimum written notice to Supplier in respect of extension: N/A

#### **2. SERVICES**

<b>2.1</b>	<b>Services required:</b> See Annex A – Statement of Requirements
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### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> See Annex A – Statement of Requirements
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> In Clause 11 (Standards and Quality) Applied
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not Applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not Applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <div>REDACTED UNDER S.40 OF FOIA</div>
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Applied

### 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):
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Name	Role (link to stage/s resource will work on)	Grade	Daily rate (£)	# of days	Cost (£)			
REDACTED UNDER S.40 OF FOIA	Data and analytics	Partner	REDACTED UNDER S.43 OF FOIA					
	Data and analytics	Managing Consultant						
		Principal Consultant						
	Data and analytics	Senior Consultant						
<table border="1"> <tr> <td> <b>Total resource</b>  <b>Total days*</b>  <b>Engagement Length**</b>  <small>*Total days worked across all resources</small>  <small>**Total working days in engagement</small> </td> <td> REDACTED UNDER S.43 OF FOIA  <b>**8 weeks</b> </td> <td> <b>£833,200</b> </td> </tr> </table>						<b>Total resource</b> <b>Total days*</b> <b>Engagement Length**</b> <small>*Total days worked across all resources</small> <small>**Total working days in engagement</small>	REDACTED UNDER S.43 OF FOIA <b>**8 weeks</b>	<b>£833,200</b>
<b>Total resource</b> <b>Total days*</b> <b>Engagement Length**</b> <small>*Total days worked across all resources</small> <small>**Total working days in engagement</small>	REDACTED UNDER S.43 OF FOIA <b>**8 weeks</b>	<b>£833,200</b>						
<p><b>For the avoidance of doubt, the total contract value will not exceed £833,200.00 exc. VAT.</b></p> <p>These rates are to remain firm for the duration of the contract</p>								
6.2	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>The Supplier should invoice fees monthly in arrears. VAT will be added to fees at the prevailing rate. The Department will reimburse fees monthly on confirmation of approval of work. The Supplier will be able to report on time spent by staff in providing the services and provide this information and supporting narrative, if requested.</p> <p>REDACTED UNDER S.43 OF FOIA</p>							
6.3	<p><b>Reimbursable Expenses:</b></p> <p>Not Permitted (The call off contract charges include all expenses, including any travel costs)</p>							
6.4	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Please send invoices to: Department of Health &amp; Social Care, 39 Victoria Street, Westminster, London SW1H 0EU.</p>							
6.5	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the Call Off Contract from the Call Off Commencement Date of 27<sup>th</sup> April 2020 to 19<sup>th</sup> June 2020.</p>							

<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Applicable
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> Up to the sum of £833,200.00 (excluding VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); Applied, in clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): Applied, in Ccause 38.3 of the Call Off Terms

## 8. TERMINATION AND EXIT

<b>8.1</b>	<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
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b>

	To be advised by successful supplier at contract award
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## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 27 <sup>th</sup> April 2020 Recital D - date of receipt of Call Off Tender: 1 <sup>st</sup> May 2020
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> 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 for the duration of the contract.
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Applied
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <u>Customer's postal address and email address:</u> DHSC, 39 Victoria Street, Westminster, London SW1H 0EU. [REDACTED UNDER S.40 OF FOIA] <u>Supplier's postal address and email address:</u> The Post Building, 100 Museum Street, London WC1A 1PB [REDACTED UNDER S.40 OF FOIA]
<b>10.10</b>	<b>Transparency Reports</b> Not Applicable
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b>

	No Applicable
<b>10.12</b>	<b>Call Off Tender:</b> See Annex A – Statement of Requirements.
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not Applicable
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17

  

<b>Contract Reference:</b>	<b>CCCC20A79</b>
<b>Date:</b>	<b>29<sup>th</sup> May 2020</b>
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor  <div style="border: 1px solid black; padding: 5px; width: fit-content;">           REDACTED UNDER S.40 OF FOIA         </div>	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 Contract plus 7 years.
Nature and purposes of the processing	
Type of Personal Data  <div style="border: 1px solid black; padding: 10px; width: fit-content;"> <p><b>COMMENT FOR PUBLICATION</b></p> <p>NB THIS IS A GENERIC LIST AND DOES NOT NECESSARILY MEAN THESE DATA TYPES WERE TRANSMITTED OR PROCESSED UNDER THIS CONTRACT</p> </div>	Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation

	<p>Tenure InformationQualifications or Certific</p> <p>Nationality</p> <p>Education &amp; 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 &amp; 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 condition</p> <p>Next of kin &amp; emergency contact details</p>	
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		Record of absence, time tracking & annual	
	Categories of Data Subject		
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>		
	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:

Name and Title	REDACTED UNDER S.40 OF FOIA
Signature	
Date	

### For and on behalf of the Customer:

Name and Title	REDACTED UNDER S.40 OF FOIA
Signature	
Date	