

**Provision of Consultancy Support for the Army Advanced Development Programme**

**To**

**Ministry of defence**

**From**

**McKinsey & Company, Inc. United Kingdom**

 **Contract reference: CCCC21A78**

Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

12/08/2013

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Strategic Consultancy Services (via MCF 2 / Lot 4) 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 | CCCC21A78 |
| From | Ministry of DefenceREDACTED TEXTMarlborough LinesMonxton RoadAndoverHampshireSP11 8HJ**("CUSTOMER")** |
| To | McKinsey & Company, Inc. United KingdomThe Post Building 100 Museum Street London WC1A 1PB **("SUPPLIER")** |
| Date  | 29th July 2021**("DATE")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**:The contract will commence on 29th July 2021 |
| * 1.
 | **Expiry Date**:End date of initial Period: 28th July 2023End date of Extension Period 1: 28th July 2024Date of Extension Period 2 28th July 2025The contract operates for an initial period of two years, with options to extend for two further years (2 + 1 + 1). |

1. Services

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| 2.1.  | **Services required**: In Call Off Schedule 2 (Services) and at Annex A – Services Required, of this document. |

1. PROJECT Plan

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| **3.1.**  | **Project Plan**: Any Project Plan would be as described in Annex A – Services Required, of this document and Annex B – Call Off Tender, of this document. |

1. contract performance

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| **4.1.**  | **Standards**:As in Annex A – Services Required, of this document and Annex B – Call Off Tender, of this document. |
| **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.  |

1. personnel

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| **5.1** | **Key Personnel**: REDACTED TEXTREDACTED TEXTMarlborough LinesMonxton RoadAndoverHampshireSP11 8HJ REDACTED TEXTREDACTED TEXTREDACTED TEXT**("CUSTOMER")**REDACTED TEXTREDACTED TEXTREDACTED TEXTMcKinsey & Company, Inc. United Kingdom The Post Building 100 Museum St LondonWC1A 1PB **(“SUPPLIER”)** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):Not applied. |

1. PAYMENT

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| **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) and provided at Annex C of this document for the avoidance of doubt.Contracted services will be provided for up to an expected maximum of £1,002,710 including all expenses but excluding VAT.The £1,002,710 further excludes:REDACTED TEXTREDACTED TEXTREDACTED TEXT |
| **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) and provided at Annex C of this document for the avoidance of doubt.The Supplier will invoice quarterly in arrears. 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 summary of work completed, subject to 6.1 above that the Supplier will not keep accurate records of time spent per consultant grade. The Supplier will invoice using the same procedures as used for its previous contract with MOD covering this same subject matter.REDACTED TEXT |
| **6.3** | **Reimbursable Expenses**: Not permitted. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing):REDACTED TEXTREDACTED TEXT |
| **6.5** | **Call Off Contract Charges held firm for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):The duration of the contract term including any extension. For the avoidance of doubt should the Customer decide to extend the contract the Parties will agree an additional fee in addition to the £1,002,710 on each occasion of extension as indicated in Section 6.1 above. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall 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. |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:The sum of up to an expected maximum of £1,002,710.00 including all expenses but 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):The Supplier’s standard business insurance shall apply. |

1. TERMINATION and exit

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| **8.1** | **Termination on material Default** (Clause 42.2 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 of the Call Off Terms):The period of thirty (30) Working Days in Clause 42.7 shall apply. |
| **8.3** | **Undisputed Sums Limit**:In Clause 43.1.1 of the Call Off Terms. |
| **8.4** | **Exit Management:** In Call Off Schedule 9 (Exit Management).  |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**Not applicable. |
| **9.2** | **Commercially Sensitive Information**:Commercially Sensitive Information will include but not be limited to:The Customer’s Services Required / Statement of Requirements shown at Annex A of this document.Any contracted outputs and deliverables the Supplier will provide to the Customer under the terms of this contract. Any Supplier proposal/tender documentation including Supplier’s pricing information.Supplier background Intellectual Property Rights Supplier Personal Data |

1. OTHER CALL OFF REQUIREMENTS

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| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):Recitals B to E**.**Recital C - date of issue of the Statement of Requirements: 11th June 2021Recital D - date of receipt of Call Off Tender: 28th June 2021 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**Not required. |
| **10.3** | **Security**:Short form security requirements, as indicated in Schedule 7 of the RM6008 terms and conditions of contract. |
| **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 for the duration of the contract term, including any extension. |
| **10.7** | **NOT USED** |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms):In Clause 35.2.3 of the Call Off Terms. |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):**Customer’s postal address:**Ministry of DefenceREDACTED TEXTMarlborough LinesMonxton RoadAndoverHampshireSP11 8HJ**Supplier’s postal address:**McKinsey & Company, Inc. United KingdomThe Post Building 100 Museum Street London WC1A 1PB  |
| **10.10** | **Transparency Reports**Not applicable. |
| **10.11** | Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:McKinsey’s work for the Customer is confidential and intended for the Customer’s internal use only. Customer agrees that it will not disclose any materials or information that Supplier furnishes to the Customer, including the Devlierables, to any third parties (including but not limited to the Supplier’s competitors or the world at large) without Supplier’s prior written permission. Save that the Customer is permitted to share on an as needs basis confidentially within Government, without the Supplier’s prior written permission unless it has a legal obligation to do so.Each party further agrees not to use the other party’s name or trademarks in any communication with any third party without the other party’s prior written permission.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 TEXTit 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 safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Supplier Tool or Deliverable.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 Customer), 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. The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. Customer remains solely responsible for its decisions, actions, its use of the Deliverables and its compliance with applicable laws, rules and regulations. |
| **10.12** | **Call Off Tender**:In Schedule 16 (Call Off Tender) and at Annex B – Call Off Tender, of this document. |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**In Clause 36.3.2 of the Call Off Terms. |
| **10.14** | **Staff Transfer**Not applicable. |
| **10.15** | **Processing Data – not a factor within the Statement of Requirements of this contract.**No personal data will be processed under this contractCall Off Schedule 17.Name: N/A Email: N/A **("CUSTOMER")**Supplier Data Protection OfficerName:N/A Email: N/A **(“SUPPLIER”)** |
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| --- | --- | --- | --- |
| **Contract Reference:** | **CCCC21A78** |  |  |
| **Date:**  | 29th July 2021 |  |  |
| **Description Of Authorised Processing** | **Details** |  |  |
| Identity of the Controller and Processor | No personal data will be processed under this contract |  |  |
| Use of Personal Data | No personal data will be processed under this contract |  |  |
| Duration of the processing | No personal data will be processed under this contract |  |  |
| Nature and purposes of the processing | No personal data will be processed under this contract |  |  |
| Type of Personal Data | No personal data will be processed under this contract |  |  |
| Categories of Data Subject | No personal data will be processed under this contract |  |  |

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| **10.16** | **MOD DEFCONs and DEFFORM**Call Off Schedule 15 |
|  | **The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:** DEFCONs

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| --- | --- | --- |
| DEFCON No | Version | Description |
| DEFCON 76 (SC1) | Edn. 12/16 | Contractor's Personnel at Government Establishments |
| DEFCON 502 (SC1) | Edn. 12/16 | Specifications Changes |
| DEFCON 503 (SC1) | Edn. 12/16 | Formal Amendments To Contract |
| DEFCON 531 (SC1) | Edn. 06/17 | Disclosure of Information |
| DEFCON 532 | Edn. 04/20 |

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| Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)  |

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| DEFCON 534 | Edn. 06/17 | Subcontracting and Prompt Payment |
| DEFCON 537 | Edn. 06/02 | Rights of Third Parties |
| DEFCON 538 | Edn. 06/02 | Severability |
| DEFCON 566 | Edn. 12/18 | Change of Control of Contractor |
| DEFCON 532A | Edn. 04/20 | Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority) |
| DEFCON 687A | Edn. 03/15 | Provision of a Shared Data Environment Service |

DEFFORMs

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| DEFFORM No | Version | Description |
| DEFFORM 111 | Edn 07/21 | Appendix - Addresses and Other Information |
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**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.**

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| **For and on behalf of the Supplier:** |
| Name and Title | REDACTED TEXT |
| Signature | REDACTED TEXT |
| Date | REDACTED TEXT |
| **For and on behalf of the Customer:** |
| Name and Title | REDACTED TEXT |
| Signature | REDACTED TEXT |
| Date | REDACTED TEXT |

**ANNEX A – SERVICES REQUIRED**

REDACTED TEXT

**ANNEX B – CALL OFF TENDER**

REDACTED TEXT

**Annex C Call Off Contract Charges, Payment and Invoicing**

1. Contracted services will be provided for up to an expected maximum of £1,002,710 including all expenses but excluding VAT. This is based on the following:

REDACTED TEXT

1. The Supplier will invoice quarterly in arrears.
2. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
3. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
4. REDACTED TEXT

REDACTED TEXT

1. Pricing will also include the following Specific Items / Tasks to be provided under contract. These are annual costs so will be billed for Year 1 and Year 2 of the contract:

REDACTED TEXT

1. Pricing will also reflect the following scenario pricing which the Supplier provided as part of its proposal. The live contract prices will be no less advantageous than this scenario based pricing:

REDACTED TEXT

REDACTED TEXT