



**Crown Commercial Service**

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

**Provision of Consultancy for Public Service Leadership Provision Analysis**

**To**

**National Leadership Centre (Cabinet Office)**

**From**

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

**Contract Reference: CCCC19B13**

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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 Consultancy Services dated **04 September 2018**.

This Call Off Contract is for the Provision of Consultancy for Public Service Leadership Provision Analysis.

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>National Leadership Centre – Cabinet Office ("CUSTOMER")</b>
To	<b>McKinsey &amp; Company, Inc. United Kingdom ("SUPPLIER")</b>
Date	<b>10<sup>th</sup> February 2020 ("DATE")</b>

##### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> 10 <sup>th</sup> February 2020
1.2.	<b>Expiry Date:</b> 31 <sup>st</sup> March 2020

#### 2. SERVICES

2.1	<b>Services required:</b>  In Call Off Schedule 2 Annex 1: The Services  This Call-Off Contract, and the work carried out in relation to it, shall be deemed a Tier 1 contract and accordingly the parties agree that the Customer's audit and inspection rights
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	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 Call Off Contract shall not apply.
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### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)  Section 7 (Key Milestones and Deliverables) of the Statement of Requirements (Call Off Schedule 2 Annex 1: The Services)
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> 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> Sections 7 and 14 of the Statement of Requirements (Call Off Schedule 2 Annex 1: The Services)
<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> Customer: <b>REDACTED</b>  Supplier: <b>REDACTED</b>
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Not applied

### 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): The total contract value is at £360,000.00 (excluding VAT).
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	<p>The Call-Off Contract Charges are on a fixed price basis (inclusive of all expenses). For the avoidance of doubt, the Supplier will not keep accurate records of time spent per consultant grade and will not make them available for inspection or invoicing purposes.</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>All expenses are included in the Call-Off Contract Charges</p> <p>Whilst the NLC is based at 1 Horse Guards Road, Whitehall, Westminster, SW1A 2HQ, most meetings can be done via teleconference where face-to-face is not possible. Likewise, the Supplier can work remotely.</p> <p>For the purposes of travel and subsistence, the 'base location' shall be deemed as 1 Horse Guards Road, Whitehall, Westminster, SW1A 2HQ, and therefore travel and subsistence shall be included in the Suppliers day rates, as per the CCS Management Consultancy Framework Two (RM6008).</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices should be submitted:</p> <p>By post to - 1 Horse Guards Road, Whitehall, Westminster, SW1A 2HQ</p> <p>And also by email to –</p> <p><b>REDACTED</b></p>
<b>6.5</b>	<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 life of the Call Off Contract Years from the Call Off Commencement Date</p>
<b>6.6</b>	<p><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:</p> <p>Not Applicable</p>
<b>6.7</b>	<p><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)):</p> <p>Not Permitted</p>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £360,000.00 (excluding VAT)</p>
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<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); Applied
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): Applied

## 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> The Supplier's submission shall be deemed as commercially sensitive as well as the Supplier's personal data, the Supplier Tools and any any pricing breakdowns

## 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: 16 <sup>th</sup> January 2020 Recital D - date of receipt of Call Off Tender: 29 <sup>th</sup> January 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 shall apply The Supplier's staff will always be escorted with a member of staff in any government building FREEDOM OF INFORMATION

	<p>Any information submitted to the Department may need to be disclosed and/or published by the Department. Without prejudice to the foregoing generality, the Department may disclose information in compliance with the Freedom of Information Act 2000, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the Department to order disclosure.</p> <p>If the Supplier considers that any of the information included in their completed ITT is commercially confidential then the Tenderer shall identify it and explain (in broad terms) what harm might result from disclosure and/or publication. If required, this should be provided using the template at [Appendix D]. It should be noted though, that even where the Tenderer has indicated that information is commercially sensitive (as per Clause 9.2 above), the Department may disclose this information where it sees fit. Receipt by the Department of any material marked 'confidential' or equivalent should not be taken to mean that the Department accept any duty of confidence by virtue of that marking.</p> <p>The UK Government is committed to greater data transparency in the public sector. Accordingly, the Department reserves the right to publish its tender documents, contracts and data from invoices received and may at its discretion redact all or part of such information prior to publication. In doing so the Department may at its absolute discretion to take account of the exemptions that would be available under the Freedom of Information Act 2000.</p> <p><b>DATA PROTECTION ACT 2018</b></p> <p>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.</p> <p>The Supplier's staff will always be escorted with a member of staff in any government building.</p> <p>The Supplier will not be dealing with any Official Sensitive information.</p>
10.4	<p><b>ICT Policy:</b> Not applied</p>
10.6	<p><b>Business Continuity &amp; Disaster Recovery:</b> Not applied</p>
10.7	<p><b>NOT USED</b></p>
10.8	<p><b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Applied</p>
10.9	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms): <b>Customer's postal address and email address:</b> <b>REDACTED</b></p>

	<b>Supplier's postal address and email address:</b> <b>REDACTED</b>
<b>10.10</b>	<b>Transparency Reports</b> Not applied
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b>  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, 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, royalty-free license to use and copy the Supplier Tools solely as part of the Deliverables.
<b>10.12</b>	<b>Call Off Tender (Call Off Schedule 16):</b> In Call Off Schedule 16
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Applied
<b>10.14</b>	<b>Staff Transfer (Annex to Schedule 10, List of Notified Sub-Contractors)</b> Not applied
<b>10.15</b>	<b>Processing Data (Call Off Schedule 17)</b> Details of the Customers Data Protection Officer: <b>REDACTED</b>  Details of the Suppliers Data Protection Officer: <b>REDACTED</b>
	<b>Contract Reference:</b> <b>CCCC19B13</b>
	<b>Date:</b> <b>10<sup>th</sup> February 2020</b>
	<b>Description of Authorised Processing</b> <b>Details</b>
Identity of the Controller and Processor To be provided at contract award	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	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure Information Qualifications or Certificate Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number Bank statements Utility bills Job title or role Job application details Start date End date & reason for termination Contract type Compensation data Photographic Facial Image Biometric data Birth certificates IP Address Details of physical and psychological health condition Next of kin & emergency contact details Record of absence, time tracking & annual	
Categories of Data Subject		

<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>  Not Applicable
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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.**

**For and on behalf of the Supplier:**

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	07/02/2020

**For and on behalf of the Customer:**

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	26/02/2020