



Crown
Commercial
Service

**CALL OFF ORDER FORM FOR MANAGEMENT
CONSULTANCY SERVICES**

FOR

PROVISION OF CONSULTANCY SERVICES

CONTRACT REFERENCE: CCCC20A99

CONTRACT FOR

H M TREASURY

FRAMEWORK SCHEDULE 4 (LOT 5)

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.

This Call Off Order Form relates to the Provision of Consultancy for Future Options for the UK's Steel Sector.

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	
From	HM Treasury ("CUSTOMER")
To	McKinsey and Company, Inc. United Kingdom ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Deemed to have started on 15 th June 2020
	Expiry Date: End date of Initial Period 21 st August 2020 End date of Extension Period N/A Minimum written notice to Supplier in respect of extension: N/A

SERVICES

2.1	Services required: REDACTED
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PROJECT PLAN

3.1.	Project Plan: REDACTED
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CONTRACT PERFORMANCE

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

PERSONNEL

5.1	Key Personnel: <u>Customer</u> REDACTED <u>Supplier</u> REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):

	Applied
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PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>The Supplier, in keeping with its approach to ensure value for money for its clients, does not charge its clients per hour/day of its time. Instead, to give certainty, the Supplier charges a fee for a complete team for each specific project, at a specific quality level, by a specific date. This fee includes all time, expenses, overtime, weekend work and use of dedicated resources and consultation with other Supplier experts who are not part of the full-time team. Within that agreed rate, where necessary the Supplier adds its resourcing at no additional cost to the client to ensure the Supplier delivers.</p> <p>This Call Off Contract shall be treated in accordance with the 'Tier 1' principles of the Crown Commercial Service Open Book Contract Management Guidance.</p> <p>REDACTED</p> <p>For the avoidance of doubt, the total contract value will not exceed £856,000.00 exc. VAT</p> <p>These rates are to remain firm for the duration of the contract</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>REDACTED</p>
6.3	<p>Reimbursable Expenses:</p> <p>Expenses are included within the Call Off Contract Charges</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices should be submitted electronically to REDACTED</p>
6.5	<p>Call Off Contract Charges fixed for (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 15th June 2020 to 21st August 2020.</p>
6.6	<p>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:</p> <p>Not Applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:
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	The sum of £856,000.00 (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): In 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 Applicable
9.2	Commercially Sensitive Information: The Supplier's proposal and pricing, any Supplier Personal Data and Supplier Background IPR shall be classed as commercially sensitive information.

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals A Recital C - Date of issue of the Statement of Requirements: 11 th June 2020 Recital D - Date of receipt of Call Off Tender: 12 th June 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):

	Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: 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 Not Applicable
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Applied
10.9	Notices (Clause 56.6 of the Call Off Terms): <u>Customer’s postal address and email address:</u> HM Treasury REDACTED <u>Supplier’s postal address and email address:</u> REDACTED
10.10	Transparency Reports Not Applicable
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, 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 and subject to the limitations herein. The Customer agrees that, without the 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.								
10.12	Call Off Tender: REDACTED								
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not Applied								
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 contact details of the Customer Data Protection Officer is: To be advised at award 2. The contact details of the Suppliers Data Protection Officer is: To be advised at award 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. <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 20%;">Contract Reference:</td> <td>CCCC20A99</td> </tr> <tr> <td>Date:</td> <td>15th June 2020</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Provision of Consultancy for Future Options for the UK's Steel Sector.</td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>Where any Personal Data is Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor.</td> </tr> </table>	Contract Reference:	CCCC20A99	Date:	15th June 2020	Description Of Authorised Processing	Provision of Consultancy for Future Options for the UK's Steel Sector.	Identity of the Controller and Processor	Where any Personal Data is Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor.
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	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 Award plus 7 years.
	Nature and purposes of the processing	
	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>
	<p>Categories of Data Subject</p>	
<p>10.16</p>	<p>MOD DEFCONs and DEFFORM</p> <p>Not Applicable</p>	

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	6 th August 2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	06/08/2020