



**Crown
Commercial
Service**

Provision of Sector Modelling

To

HM Treasury

From

McKinsey & Company, Inc. United Kingdom

Contract Reference: CCCC20A88



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4 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 Sector Modelling

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 confirmed following contract award
From	HM Treasury ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The contract shall be deemed to have commenced on 1 st June 2020
	Expiry Date: End date of Initial Period 26th June 2020 End date of Extension Period: Not applicable Minimum written notice to Supplier in respect of extension: Not applicable

SERVICES

2.1.	Services required: In Annex 1 – Statement of Requirements
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PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>McKinsey will produce a single deliverable for HMT at the end of the 4-week period, a PPT document and supporting XLS or Python analysis covering the areas requested in the scope of work:</p> <ul style="list-style-type: none"> • Assessment of ingoing financial vulnerability REDACTED • Assessment of impact REDACTED • Assessment of impact REDACTED • REDACTED <p>Successful delivery of this project will require:</p> <ul style="list-style-type: none"> • Weekly review of progress with HMT officials, including the Deputy Director • Regular input from HMT team members into the methodology and assumptions used in the modelling (e.g. working sessions 2-3 times a week) • At least one experienced HMT data scientist (with fluency in python and complex analysis in Excel) to support the project with 50% of their time from the start so that they are fully familiar with the modelling, to ensure success in fully handing over the work • 1-2 additional HMT team members with strong analytical skills who are able to be part of the project team so that they can take specific sector analysis forward after the McKinsey team has handed over • Ability to work on McKinsey IT for materials up to and including OFFICIAL-SENSITIVE given the rapid timelines.
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CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>Not applicable</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>Not applied</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days</p>

PERSONNEL

5.1	Key Personnel: HM Treasury REDACTED McKinsey REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The maximum value of the contract will be up to £308,800.00 (ex VAT) REDACTED
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payment in full on receipt of all deliverables and their acceptance by the Customer.
6.3	Reimbursable Expenses: The Call Off Charges are inclusive of all expenses. The Services will be carried out virtually and provided online, and there is no expected travel for the delivery of these services. As such the Customer would not expect any claims for expenses.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices should be submitted to: REDACTED Please also send via email to: REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the contract term
6.6	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: 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
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LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £308,800.00 (ex VAT)
7.2	Supplier's limitation of Liability 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

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): The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to five (5) Working Days
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)

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): Recital A
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 applicable
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applicable
10.7	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Customer data should be deleted at the end of the contract period, unless a) it is publicly available (e.g. on HMG websites) b) it is fully integrated into the Deliverables For clarity, all standalone data files that the Customer sends to the Supplier should be deleted, but any of the Customer's data that has been incorporated into the final model (the Deliverable) is excluded. The Supplier may retain one copy of any key working papers and any deliverables that it has delivered to the Customer in line with the legal, insurance professional or archival policies of the Supplier.
10.8	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: HM Treasury, 1 Horse Guards Road, London, SW1A 2HQ. Supplier's postal address and email address: McKinsey & Company, Inc. United Kingdom The Post Building 100 Museum Street London WC1A 1PB United Kingdom Email: REDACTED
10.9	Transparency Reports Not applicable
10.10	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): Not applicable
10.11	Call Off Tender: REDACTED

10.12	Publicity and Branding In Clause 36.3.2 of the Call Off Terms						
10.13	Staff Transfer Not applicable						
10.14	Processing Data Call Off Schedule 17						
	<p>The contact details of the Customer Data Protection Officer is:</p> <p>REDACTED</p> <p>The contact details of the Suppliers Data Protection Officer is:</p> <p>REDACTED</p> <p>The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>Any such further instructions shall be incorporated into this Schedule.</p> <table> <tr> <td>Contract Reference:</td><td>CCCC20A88</td></tr> <tr> <td>Date:</td><td>16.06.2020</td></tr> <tr> <td>Description Of Authorised Processing</td><td>Details</td></tr> </table>	Contract Reference:	CCCC20A88	Date:	16.06.2020	Description Of Authorised Processing	Details
Contract Reference:	CCCC20A88						
Date:	16.06.2020						
Description Of Authorised Processing	Details						

	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 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 Award 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 certifications Nationality Education & training history Previous work history Personal Interests

		<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>	
	Categories of Data Subject		
10.16	MOD DEFCONs and DEFFORM		

	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	REDACTED
Signature	REDACTED
Date	17.06.2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	23.06.2020