



**Crown  
Commercial  
Service**

**Provision of Ongoing Support for the  
Covid Corporate Financing Facility  
to  
HM Treasury  
From  
McKinsey & Company, Inc. UK**

**Contract Reference: CCCC20A84**

## **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 21<sup>st</sup> November 2017.

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.

<b>Order Number</b>	To be advised by Contracting Authority post award
<b>From</b>	<b>HM Treasury</b> <b>("CUSTOMER")</b>
<b>To</b>	<b>McKinsey &amp; Company, Inc. UK</b> <b>("SUPPLIER")</b>

##### **SECTION B**

##### **CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b>  The Contract is deemed to have commenced on 1 <sup>st</sup> June 2020
	<b>Expiry Date:</b>  End date of Period: 31 <sup>st</sup> July 2020

##### **SERVICES**

<b>2.1</b>	<b>Services required:</b>  The objectives of the engagement: <ul style="list-style-type: none"><li>• Embed the assessment frameworks for key steps of the process, specifically initial triage, verification of the basic financial viability of the company, detailed credit assessment of cases which reach the credit committee</li><li>• Share best practices associated with detailed credit assessments (for the purpose of eligibility or limit increase assessments) with HMG colleagues in order to build ongoing capability to complete such assessments independently</li></ul> The outcomes of the engagement: <ul style="list-style-type: none"><li>• Successfully guide a small number (~3 cases per week) of CCFF cases through the end to end process and facilitate rapid (~5 working days)</li></ul>
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	turnaround of decisions from initial referral to outcome (credit committee decision)
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## PROJECT PLAN

3.1.	<b>Project Plan:</b>		
	<b>Deliverable</b>	<b>Milestone / Date</b>	<b>Owner (who in the delivery team?)</b>
	<b>CCFF support</b>		
	<p>Daily Status updates: Ongoing daily meetings with HMT and UKGI providing status updates on live case load (i.e. cases with credit committee date) as well as managing pipeline of incoming cases. Everyday McKinsey will provide: status update on current cases, overview of analysis completed to date, clear articulation of further input required including e.g. data request to be shared with companies</p> <p>Credit committee papers: template and assessment framework. McKinsey will provide dedicated expert Risk analyst capacity to support the preparation of credit committee papers for cases that proceed through the CCFF process to the point of being reviewed by the committee.</p> <p>REDACTED</p>	31 <sup>st</sup> July 2020	<b>Redacted</b>

## CONTRACT PERFORMANCE

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

## 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): In Clause 28.2 of the Call Off Terms

## PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): <b>Redacted</b> This Call Off Contract shall be treated in accordance with the 'Tier 1' principles of the Crown Commercial Service Open Book Contract Management Guidance. For the avoidance of doubt, the total contract value will not exceed £612,900.00 exc. VAT.
<b>6.2</b>	<b>Payment terms/profile</b> (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)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): HM Treasury, 1 Horse Guards Road, London, SW1A 2HQ
<b>6.5</b>	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the life of the Call Off Contract from the Call Off Commencement Date.
<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 Applied
<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

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>
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	The sum of up to £612,900.00 (exc VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); 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): In Clause 38.3 of the Call Off Terms

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) 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 42.7.1 of the Call Off Terms): In Clause 42.7.1 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

## 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 Tender, any Supplier Personal Data, any Supplier Background IPR and any Supplier pricing breakdowns

## 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: Not Applicable Recital D - date of receipt of Call Off Tender: Not Applicable
<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>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied  <b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be Not Applied.
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Not Applied
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: HM Treasury, 2 Orange, 1 Horse Guards Road, London, SW1A 2HQ <b>Redacted</b> Supplier’s postal address and email address: McKinsey & Company, Inc. UK The Post Building, 100 Museum Street, London WC1A 1PB <b>Redacted</b>
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>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):</b> Not Applicable
<b>10.12</b>	<b>Call Off Tender:</b> <b>CCFF support</b> Work with McKinsey Risk experts, CCFF credit committee, and select HMT and UKGI colleagues to prepare all necessary credit committee papers for incoming exceptional support cases <ul style="list-style-type: none"> <li>• Set up standing weekly sessions with HMT and UKGI colleagues to manage workflow on a continuous basis</li> <li>• Ongoing weekly meetings with HMT and UKGI providing status updates on live case load (i.e. cases with credit committee date) as well as managing pipeline of incoming cases. McKinsey will provide: status update on current cases, overview of analysis completed to date, clear articulation of further input required including e.g. data request to be shared with companies</li> </ul>

	<p>REDACTED</p> <p>•</p>								
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p> <p>In Clause 36.3.2 of the Call Off Terms</p>								
<b>10.14</b>	<p><b>Staff Transfer</b></p> <p>Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>								
<b>10.15</b>	<ol style="list-style-type: none"> <li>The contact details of the Customer Data Protection Officer is:  <b>Redacted</b></li> <li>The contact details of the Suppliers Data Protection Officer is:  <b>Redacted</b></li> <li>The Processor shall comply with any further written instructions with respect to processing by the Controller.</li> <li>Any such further instructions shall be incorporated into this Schedule. For the avoidance of doubt 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.</li> </ol> <table border="1"> <tr> <td><b>Contract Reference:</b></td><td><b>CCCC20A84</b></td></tr> <tr> <td><b>Date:</b></td><td><b>2<sup>nd</sup> July 2020</b></td></tr> <tr> <td><b>Description Of Authorised Processing</b></td><td><b>Details</b></td></tr> <tr> <td>Identity of the Controller and Processor</td><td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td></tr> </table>	<b>Contract Reference:</b>	<b>CCCC20A84</b>	<b>Date:</b>	<b>2<sup>nd</sup> July 2020</b>	<b>Description Of Authorised Processing</b>	<b>Details</b>	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.
<b>Contract Reference:</b>	<b>CCCC20A84</b>								
<b>Date:</b>	<b>2<sup>nd</sup> July 2020</b>								
<b>Description Of Authorised Processing</b>	<b>Details</b>								
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 References and referee details Driving license details National insurance number

		<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 or medical condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual leave</p>
	Categories of Data Subject	
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>	
	Not Applied	

## 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	
Date	

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

Name and Title	Redacted
Signature	
Date	