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## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

Version 2

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## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

### **Order Form**

Call-Off Reference: 15047

Call-Off Title: Discovery Delivery Partner for the Better Outcomes through Linked Data (BOLD) programme

Call-Off Contract Description: We require a Supplier to run the Discovery of a new cross-govt. programme of work, sharing and linking data between social policy departments to build a stronger evidence base for supporting vulnerable people. Our chosen partner will work with us to set the strategy and direction for the 3-year programme.

The Buyer: Ministry of Justice (MOJ)

Buyer Address: 102 Petty France, London SW1H 9AJ

The Supplier: MCKINSEY & COMPANY, INC. UNITED KINGDOM

Supplier Address: The Post Building 100 Museum Street, London, WC1A 1PB

Registration Number: FC012665

DUNS Number: 294993308

SID4GOV ID: N/A

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 29th September 2021.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### **Call-Off Lot**

#### **Lot 1: Digital Outcomes.Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 1 (Definitions)
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 5 (Corporate Social Responsibility)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

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- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 4 (Call Off Tender)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### **Call-Off Special Terms**

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: This Call-Off Contract, and the work carried out in relation to it, shall be deemed a Tier 1 contract (following the Crown Commercial Service's Information Note 05/16 on "Open Book Contract Management" and the accompanying OBCM guidance) and accordingly the parties agree that the Customer's audit and inspection rights under (b)(c) and (h) within the definition of "Audit" in Joint Schedule 1 (Definitions) shall not apply.

Special Term 2: 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.

Special Term 3: The Buyer will own all reports and other deliverables prepared for and furnished to the Buyer 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 Buyer's Confidential Information. To the extent the Deliverables include any embedded Supplier Tools, the Supplier hereby grants the Buyer a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the Supplier Tools solely as part of the Deliverables. The Buyer agrees that, without Supplier's prior

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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.

Special Term 4: The Deliverables shall not be deemed investment, legal, tax, accounting or other regulated advice. Client remains solely responsible for its decisions, actions, its use of the Deliverables and its compliance with applicable laws, rules and regulations and particularly for making sure the Client sufficient legal and regulatory expertise to consider the governance and compliance requirements around the scope of the Project and Deliverables.

McKinsey shall not bear any liability with regards to any implication that our Deliverables may have on legal, privacy, governance or regulatory aspects.

Special Term 5: The Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data to process on behalf of the Buyer for the provision of the defined services under this Call-off Contract. The Buyer 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. Joint Schedule 11 (Processing Data) therefore does not apply save that provisions regarding the Independent Controller scenario shall be interpreted in a proportionate manner to the low risk nature of the data (business contact data)

Special Term 6: The Parties acknowledge that the Supplier shall allow any audit access to the Supplier premises to inspect the ICT Environment and wider service delivery environment but that those audit access rights are restricted to the public areas of the Supplier's premises and do not permit inspection and audit rights over the non-public areas of the Supplier's premises and Supplier's IT systems. Supplier shall, if requested by the Buyer, make a Director of IT Security or person of comparable knowledge and position available to provide information about the Supplier's security controls and any processing activities as required.

Special Term 7: The Parties acknowledge there is no Staff Transfer on Start Date or otherwise envisaged

Special Term 8: The Parties agree that Call-Off Schedule 3 (Continuous Improvement) and Schedule 4 (Call Off Tender) does not apply to the Services, save that regarding Schedule 4 the Supplier submitted its Tender that was accepted by the Buyer.

Special Term 9: The Parties agree that Call-Off Schedule 5 (Pricing Details and Expenses Policy) applies solely to the extent a Fixed Price has been agreed for the Services.

Special Term 10: The Parties agree that Part A (Short Form Security Requirements) of Call-Off Schedule 9 (Security) applies and Part B (Long Form Security Requirements) does not apply.

Special Term 11: The Parties agree that Call-Off Schedule 10 (Exit Management) does not apply save for the following paragraphs (to the extent relevant to the Services) 3, 7.2.1, 7.2.2, 7.3, 8 and 9.

Special Term 12: The Parties agree that Call-Off Schedule 13 (Implementation Plan and Testing) is not relevant to the Services and therefore does not apply.

Special Term 13: The Parties agree that optional Call-Off Schedule 14 applies insofar as relevant to the Services and the Service Levels set out. The Balanced Scorecard section 2 is

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not relevant to the Services and therefore does not apply.

Special Term 14: The Parties agree that optional Call-Off Schedules 8 (Business Continuity and Disaster Recovery), 15 (Call-Off Contract Management), 16 (Benchmarking), 17 (MOD Terms), 19 (Scottish Law), 21 (Northern Ireland Law), 25 (Ethical Walls Agreement) and 26 (Cyber Essentials Scheme) are not relevant to the Services and therefore do not apply. The Parties further agree that optional Joint Schedule 12 (Supply Chain Visibility) does not apply and that Joint Schedule 11 (Processing Data) does not apply save to the limited extent set out in Special Term 5 above

Special Term 15: Due to the Cross-government Department nature of Discovery Delivery Partner for the Better Outcomes through Linked Data (BOLD) Programme, the Services provided by McKinsey & Company, Inc. United Kingdom (and sub-contractor PUBLIC) disclosed in the DPS Schedule 6 are being relied upon and for the benefit of the Ministry of Justice (MOJ); and may also be utilised by the Other Government Departments (OGDs): Ministry of Housing, Communities and Local Government (MHCLG), Department of Health and Social Care (DHSC), Office for National Statistics (ONS), as well as, Public Health England (PHE), Public Health Wales (PHW). The mentioned OGDs and departments as the Ministry of Justice will, therefore, possess the same Intellectual Property Rights as a result of the service outputs included in this contract.

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Call-Off Start Date: **29th September 2021**

Call-Off Expiry Date: **28th January 2022** 3 months plus 4 week contingency inception period added as per "Additional Information" [Discovery Delivery Partner for the Better Outcomes through Linked Data \(BOLD\) programme - Digital Marketplace](#)

Call-Off Initial Period: 3 months plus 4 week contingency inception period.

Call-Off Optional Extension Period: If needed the contract could be extended as per standard Crown Commercial Service DOS 5 Framework terms and observing Public Contract Regulation 72 and/or any regulations of contract variation and extension that would apply.

Call-Off Contract Value: £1,298,800.00 (excluding VAT) including expenses.

The £1,298,800 (excluding VAT, including expenses) to be invoiced at the end of each month (net 30) - 3 x £432,933.33.

### **Call-Off Deliverables**

See SOW

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1,298,800.00

### **Call-Off Charges**

Fixed Price

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

### **Buyer's Environmental Policy**

[Ministry of Justice and the environment - GOV.UK \(www.gov.uk\)](#) save to the extent it conflicts with the Supplier's policies or processes

### **Buyer's Security Policy**

<https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance> save to the extent it conflicts with the Supplier's policies or processes

### **Supplier's Authorised Representative**

**[REDACTED]** The Post Building, 100 Museum Street, London WC1A 1PB  
Supplier's Contract Manager

As above

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### **Progress Meeting Frequency**

Fortnightly meetings with the BOLD program SRO

### **Key Staff**

**[REDACTED]** The Post Building, 100 Museum Street, London WC1A 1PB, Employed

**[REDACTED]** The Post Building, 100 Museum Street, London WC1A 1PB, Employed

### **Key Subcontractor(s)**

PUBLIC Group International Limited

### **Commercially Sensitive Information**

Supplier's Call-Off Tender, Supplier's personal data, Supplier background Intellectual Property Rights and any Supplier pricing breakdowns

### **Service Levels**

Please refer to Call-Off Schedule 14

### **Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

<b>Material KPIs</b>	<b>Target</b>	<b>Measured by</b>
N/A	N/A	N/A

### **Additional Insurances**

Not applicable

### **Guarantee**

Not applicable

### **Social Value Commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

### **Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

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

Signature:

Name:

Role:



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Date:

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

Signature:

Name:

Role:

Date:

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## **Appendix 1**

## **Annex 1**

### **1 Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW:** 24/09/2021

**SOW Title:** Discovery for the Better Outcomes through Linked Data (BOLD) programme

**SOW Reference** TBA

**Call-Off Contract Reference:** TBA

**Buyer:** Ministry of Justice (MOJ) 102 Petty France, London SW1H 9AJ

**Supplier:** MCKINSEY & COMPANY, INC. UNITED KINGDOM, The Post Building, 100 Museum Street, London, WC1A 1PB

**SOW Start Date:** 29th September 2021

**SOW End Date:** 28th January 2022

**Duration of SOW:** 3 months plus 4 week contingency inception period added as per "Additional Information" [Discovery Delivery Partner for the Better Outcomes through Linked Data \(BOLD\) programme - Digital Marketplace](#)

**Key Personnel (Buyer):** [REDACTED] (Director of Data and Analysis) [REDACTED] (Head of Data Strategy) [REDACTED] (Senior Commercial Manager and Procurement Lead for "Bold")

**Key Personnel (Supplier):** [REDACTED] (Partner, London) [REDACTED] (Partner, Warsaw)

**Subcontractors:** [REDACTED]

## 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background:** The SOW Deliverables are set out in the form of Milestones below

**Delivery phase(s):** Discovery Phase

**Overview of Requirement:** See milestones below

## 3 Buyer Requirements – SOW Deliverables

**Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Build the capabilities and knowledge of BOLD teammembers	Acceptance by project lead (Toby Hayward-Butcher)	17 Dec 2021
MS03	Support establishment of BOLD as a recognised cross-gov programme	Acceptance by project lead (Toby Hayward-Butcher)	17 Dec 2021
MS04	Co-design project plan for the reducing reoffending pilot	Acceptance by project lead (Toby Hayward-Butcher)	17 Dec 2021
MS05	Co-design project plan for the victims pathway pilot	Acceptance by project lead (Toby Hayward-Butcher)	17 Dec 2021
MS06	Co-design project plan for the drugs misuse pilot	Acceptance by project lead (Toby Hayward-Butcher)	17 Dec 2021
MS07	Co-design project plan for the homelessness pilot	Acceptance by project lead (Toby Hayward-Butcher)	17 Dec 2021
MS08	Define technical data linking approach to support BOLD programme objectives	Acceptance by project lead (Toby Hayward-Butcher)	17 Dec 2021
MS09	Develop relevant non-technical data sharing elements	Acceptance by project lead (Toby Hayward-Butcher)	17 Dec 2021

**Delivery Plan:** To deliver this work, McKinsey and MoJ will work as one joint team, and jointly align on the scope, criteria for success, roles, and experts to engage. It will involve a highly collaborative and iterative approach that balances necessary speed with critical

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stakeholder alignment, through daily stand-ups and frequent 'problem solving' sessions with internal and external experts. An indicative workplan is shown below:

**[REDACTED]**

**Dependencies:**

The work is dependent on:

- Timely and sufficient access to personnel across participating government departments
- Prompt sharing of documents and data
- Relevant data being made available, cleaned without personal or sensitive information
- The availability of relevant prior work on the BOLD program
- Any barriers to implementation being swiftly raised and dealt with

This might include access to additional people (e.g. workstream leads) and further documentation beyond that initially assumed to reflect any shifts in scope throughout the duration of the project.

**Supplier Resource Plan:**

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

**SOW Standards:**

N/A

**Performance Management:**

Material KPIs	Target	Measured by
N/A	N/A	N/A

Service Levels: Please refer to Call-Off Schedule 14

**Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Project lead	[REDACTED]	[REDACTED]	Employee
Co-project lead	[REDACTED]	[REDACTED]	Employee
Co-project lead	[REDACTED]	[REDACTED]	Employee
Project manager	[REDACTED]	[REDACTED]	Employee
Project manager	[REDACTED]	[REDACTED]	Employee
Service design analyst	[REDACTED]	[REDACTED]	Employee
Service design analyst	[REDACTED]	[REDACTED]	Employee
Service design analyst	[REDACTED]	[REDACTED]	Employee
Service design analyst	[REDACTED]	[REDACTED]	Employee

#### SOW Reporting Requirements:

Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	N/A		
1.1	N/A	N/A	N/A[insert]

#### 4 Charges

##### Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- Fixed Price

The maximum value of this SOW (irrespective of the selected charging method) is £1,298,800.00, exclusive of VAT and including expenses.

The £1,298,800.00 (excluding VAT, including expenses) shall be invoiced at the end of each month (net 30) 3 x £432,266.66

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**Rate Cards Applicable:**

This work is conducted on the basis of an agreed fixed fee for the delivery of the specific end products, and is inclusive of all time and expenses incurred by the project time.

None

**5 Signatures and Approvals**

**Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

**For and on behalf of the Supplier**

Name:

Title:

Date:

Signature:

**For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

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## **Annex 1**

### **Data Processing**

See Special Term 5 above.