



**Crown
Commercial
Service**

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

**Provision of Consultancy on Civil Service
Modernisation and Reform**

To

Cabinet Office

From

McKinsey And Company Inc. United Kingdom

Contract Reference CCCC20A49

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 Management Consultancy Services dated 04 September 2018. This Call Off Order Form relates to the Provision of Consultancy on Civil Service Modernisation and Reform.

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 Template Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed post contract award
From	Cabinet Office ("CUSTOMER")
To	McKinsey and Company, Inc. United Kingdom ("SUPPLIER")
Date	15 May 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 15 May 2020
1.2.	Expiry Date: End date of Initial Period: 14 January 2021 End date of Extension Period: 14 September 2021 Minimum written notice to Supplier in respect of extension: 1 Month

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) See Appendix A Statement of Requirements This Call Off Contract and any 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 of the Supplier’s internal costs and Open Book Data 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 the Call off Contract shall not apply
--	---

3. PROJECT PLAN

3.1.	Project Plan: Call Off Schedule 4 (Project Plan) See section 7 of Appendix A Statement of Requirements
-------------	--

4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 of the Call Off Terms
4.2	Service Levels/Service Credits: See Section 11 of Appendix A Statement of Requirements
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: See Section 7 and 11 of Appendix A Statement of Requirements
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. 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): In Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):
------------	---

	Redacted
6.2	Payment terms/profile (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)
6.3	Reimbursable Expenses: Permitted. The Call-Off Contract Charges are inclusive of all expenses.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Redacted
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The Call-Off Contract Charges are on a fixed basis of £799,400 including expenses and excluding VAT for the term of the contract (including up to a maximum of 10 days additional support – no later than 30 September 2020 - to help in the development of next steps) excluding extension options. If an extension is entered into the Parties will agree a separate fixed fee and the second and third sentences of 6.1 above shall apply.
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 applied
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £799,400.00 exc. 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

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 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 of the Call Off Terms):

	In Clause 42.7 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

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: The Supplier's tender proposal, any breakdowns of the Call Off Contract Charges, any Supplier Personal Data and Supplier Background IPR

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 27 April 2020 Recital D - date of receipt of Call Off Tender: 4 May 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements shall apply Personnel provided by the Supplier should be security cleared to at least BPSS level.
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms

10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address: Redacted Supplier's postal address: Redacted
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: <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 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 Client'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.</p>
10.12	Call Off Tender: Schedule 16 (Call Off Tender) See Call Off Order Form Appendices Redacted
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data

Call Off Schedule 17	
1.	The contact details of the Customer Data Protection Officer is: To be confirmed post Contract Award
2.	The contact details of the Suppliers Data Protection Officer is: To be confirmed post Contract 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.
Contract Reference:	CCCC20A49
Date:	14 May 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 Contract plus 7 years.
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 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 or medical condition Next of kin & emergency contact details Record of absence, time tracking & annual leave	
	Categories of Data Subject	Current personnel Contractors/Consultants Customers Public officers Suppliers Website end users	
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 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	Redacted
Date	19/05/2020

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	20/05/2020