



Crown
Commercial
Service

CALL OFF ORDER FORM FOR MANAGEMENT CONSULTANCY SERVICES

PROVISION OF CONSULTANCY SERVICES

CONTRACT REFERENCE: CCCC20A78

CONTRACT FOR

DEPARTMENT FOR HEALTH AND SOCIAL CARE

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.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

This Call Off Order Form relates to the Provision of Consultancy for Social Care Homes Scenarios In Light Of COVID19 Implications

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 provided at award
From	Department for Health and Social Care ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 st June 2020
	Expiry Date: End date of Period: 26 th 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: REDACTED
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PROJECT PLAN

3.1.	Project Plan REDACTED
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CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 of the Call Off Terms
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: Customer: REDACTED Supplier: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms See Definition of Relevant Convictions in Call Off Schedule 1

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The Customer will reimburse the Supplier for approved work done. The Call Off Contract Charges will be £308,000.00 (inclusive of expenses and excluding VAT). REDACTED
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	<p>REDACTED</p> <p>These rates are to remain firm for the duration of the contract</p> <p>For the avoidance of doubt, the total contract value will not exceed £308,000.00 exc. VAT</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>Not permitted. The Call Off Charges are inclusive of all expenses.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Email invoices 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 1st June 2020 to 26th June 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	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £308,000.00 (excluding VAT)</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p>

TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 42.2.1(c) of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
8.2	<p>Termination without cause notice period (Clause 42.7.1 of the Call Off Terms):</p> <p>In Clause 42.7.1 of the Call Off Terms</p>

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 Applied
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 Recital C - date of issue of the Statement of Requirements: 18 th May 2020 Recital D - date of receipt of Call Off Tender: 19 th May 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 applicable.
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	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address: Department of Health & Social Care, 39 Victoria Street, London, SW1H 0EU REDACTED</p> <p>Supplier’s postal address and email address: McKinsey & Company Inc. United Kingdom, The Post Building, 100 Museum Street, London WC1A 1PB REDACTED</p>
10.10	<p>Transparency Reports</p> <p>Not Applicable</p>
10.11	<p>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):</p> <p>Senior members of the project team should make themselves available for the period 29th June 2020 to 10th July 2020 for any Ministerial follow up questions.</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 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</p> <p>Except as otherwise stated, the Deliverables are provided ‘as is’, without any express or implied warranty, and the Supplier shall not be obligated to maintain, support, host, update, or correct the Deliverables. Customer guarantees that Supplier’s use of information provided by Customer as authorized herein will not violate any law or contractual right of a third party. Customer is responsible for the operation and security of its operating environment. Customer is responsible for performing final testing (including security testing) of the code, model validation, and final implementation of any model in a production environment. Supplier is not liable for modifications made to Deliverables by anyone other than Supplier personnel or for use of any Deliverables in a live production environment.</p>
10.12	<p>Call Off Tender:</p> <p>REDACTED</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Not Applied</p>

10.14	Staff Transfer Not Applied												
10.15	Processing Data Not Applied												
	<ol style="list-style-type: none"> 1. The contact details of the Customer Data Protection Officer is: Not Applicable The contact details of the Suppliers Data Protection Officer is: Not Applicable 2. The Processor shall comply with any further written instructions with respect to processing by the Controller. 3. Any such further instructions shall be incorporated into this Schedule. <table border="1" data-bbox="309 779 1380 1823"> <tr> <td data-bbox="309 779 528 902">Contract Reference:</td> <td data-bbox="528 779 1380 902">CCCC20A78</td> </tr> <tr> <td data-bbox="309 902 528 999">Date:</td> <td data-bbox="528 902 1380 999">17th June 2020</td> </tr> <tr> <td data-bbox="309 999 528 1207">Description Of Authorised Processing</td> <td data-bbox="528 999 1380 1207">Details</td> </tr> <tr> <td data-bbox="309 1207 528 1424">Identity of the Controller and Processor</td> <td data-bbox="528 1207 1380 1424">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> <tr> <td data-bbox="309 1424 528 1641">Use of Personal Data</td> <td data-bbox="528 1424 1380 1641">Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.</td> </tr> <tr> <td data-bbox="309 1641 528 1823">Duration of the processing</td> <td data-bbox="528 1641 1380 1823">For the duration of the Framework Award plus 7 years.</td> </tr> </table>	Contract Reference:	CCCC20A78	Date:	17 th June 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.
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	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	23 rd June 2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	24 th June 2020