



Crown
Commercial
Service

**The Provision of Covid-19 Autumn/Winter
Scenario Modelling**

To

Department of Health and Social Care

From

McKinsey & Company, Inc. United Kingdom

Contract Reference: CCCC20A80

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 Covid-19 Autumn/Winter Scenario 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	Department for Health and Social Care ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom ("SUPPLIER")
Date	02.06.2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1. Commencement Date:	The contract shall be deemed to have commenced on 7 th May 2020
1.2. Expiry Date:	End date of Initial Period: 5th June 2020 End date of Extension Period: Not applicable Minimum written notice to Supplier in respect of extension: Not applicable

2. SERVICES

2.1. Services required:	REDACTED
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)					
	Not applicable					
Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
1	Report of findings	One month	05/06/2020	Steering group sign off	Payment in full	N/A

4. CONTRACT PERFORMANCE

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

5. PERSONNEL

5.1	Key Personnel: Department for Health and Social Care: REDACTED McKinsey & Company, Inc. United Kingdom: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applicable

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):
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	<p>The maximum value of the contract will be up to £307,450.00 (inclusive of expenses and excluding VAT).</p> <p>These rates are to remain firm for the duration of the contract including any contract extensions.</p> <p>The Call Off Contract rates are outlined below: REDACTED</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Payment in full on receipt of all deliverables and their acceptance by the Customer.</p>
6.3	<p>Reimbursable Expenses:</p> <p>The Call-Off Charges are inclusive of all expenses.</p> <p>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 Authority would not expect any claims for 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>All invoices must be sent, quoting a valid purchase order number (PO Number), to: REDACTED</p> <p>Each invoice must detail the work completed, deliverables submitted and associated costs.</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 contract term.</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 applicable</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>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £307,450.00 (ex VAT)</p>
7.2	<p>Supplier's limitation of Liability</p> <p>In Clause 37.2.1 of the Call Off Terms</p>

7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier's standard business insurance shall apply
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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): The period of thirty (30) Working Days in Clause 42.7 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)

9. 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.

10. 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 applied
10.6	Business Continuity & Disaster Recovery: Not applicable
10.7	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Not applicable
10.8	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address:

	<p>Department for Health and Social Care 39 Victoria Street, London England SW1H 0EU</p> <p>Email: REDACTED</p> <p>Supplier's postal address and email address: McKinsey & Company, Inc. United Kingdom The Post Building 100 Museum Street London WC1A 1PB United Kingdom</p> <p>Email: REDACTED</p>
10.9	Transparency Reports Not applicable
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable
10.12	Call Off Tender: REDACTED
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not applicable
10.14	Staff Transfer Not applicable
10.15	Processing Data Call Off Schedule 17 Customer Data Protection Officer REDACTED Supplier Data Protection Officer

	REDACTED
Contract Reference:	CCCC20A80
Date:	02.06.2020
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 Contract 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
Categories of Data Subject	
10.16	MOD DEFCONs and DEFFORM
	Not applicable

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	11.06.2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	15.06.2020