

G-Cloud 14

Lot 3 – Cloud support Terms and Conditions

May 2024

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The Customer and the Supplier hereby agree to the following terms and conditions in connection with consulting services that the Supplier is providing to the Customer in relation to the G-Cloud Services (the “Services”).

- 1. SERVICES.** The working arrangements, including scope of the Services, Deliverables (as defined below), team composition and workplan, will be described in the Supplier’s proposal submitted to the Customer (the “Proposal”) or as otherwise agreed by the parties in the completed Order Form. The Services shall include the evaluation or discussion of potential services and the Supplier’s preparation of the Proposal, and the parties may meet at mutually agreed times to discuss the progress of the Services and to exchange feedback. In order to be able to complete the Services within the agreed timeframe and budget and to fulfil its responsibilities on a timely basis, the Supplier will rely on the Customer’s timely cooperation, including the Customer making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the Customer and notifying the Supplier of any issues or concerns the Customer may have relating to the Services. During the course of the Services, priorities may shift or unexpected events may occur which may necessitate changes to the Services. In this event, the parties will jointly discuss the anticipated impact on the Services and agree on any appropriate adjustments, including to the scope of work, timeframe and budget.
- 2. COMPENSATION.** The Customer shall compensate the Supplier for its professional fees and expenses in connection with the Services, as set forth in the applicable Proposal or completed Order Form. The Customer agrees that it will not, without the Supplier’s prior written permission, disclose the terms of this agreement or any Proposal (including the Supplier’s fees, expenses and other commercial terms) to any third parties (including the Customer’s external procurement and other service providers). The Supplier will invoice the Customer for professional fees and expenses in connection with the Services monthly or as otherwise set forth in the applicable Proposal or completed Order Form. All invoices are due and payable immediately on presentation. Should any invoice remain unpaid for more than 30 days after presentation, interest will accrue on the outstanding amount at the rate of 1% per month, calculated from the 31st day after presentation until the date of payment.
- 3. CONFIDENTIALITY.** The parties will keep confidential any confidential information, including any personal data (as defined below), furnished by or on behalf of the other party in connection with the Services (“Confidential Information”). Except to the extent, it constitutes Personal Data (as defined below), Confidential Information shall not include information that is or becomes publicly available, already known to Supplier, independently acquired or developed by Supplier or legally required to be disclosed. Supplier will disclose Confidential Information only to its (or its affiliates’) employees, agents and contractors who have a need to know and are bound to keep it confidential, will use Confidential Information only for purposes of performing the Services, including preparing any Proposal and evaluating potential Services, or as otherwise requested or authorized by the Customer, and will protect Confidential Information in accordance with the Supplier Information Security Program Overview available at https://solutions.mckinsey.com/msd/information_security_overview.pdf (the “Information Security Overview”). Subject to its confidentiality obligations, where the agreed upon Services include benchmarking services the Supplier may also incorporate Confidential Information into its benchmarking databases for use in reporting on sanitized or aggregate trends and metrics without attribution to the Customer. To bring the best of the Supplier’s global resources to serve the Customer, the Customer agrees that the Supplier may transfer Confidential Information to geographies (including outside the European Union) other than those in which it was collected or received, including to the Supplier’s affiliates and sub-processors that comprise or support the Supplier’s infrastructure and maintenance functions as set forth in <https://solutions.mckinsey.com/msd/subprocessors/> in accordance with the Information Security Overview, to facilitate any activities authorized by the Customer, provided that at all times Confidential Information will be treated as confidential and protected in accordance with these terms. Confidential

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Information shall not include information that is or becomes publicly available, already known to the Supplier, independently acquired or developed by the Supplier or legally required to be disclosed.

The Supplier will reasonably cooperate with the Customer, at the Customer's expense, in responding to any legally required disclosure. In performing the Services, the Supplier will use and rely primarily on information available from public sources and the Confidential Information, and the Customer warrants that (i) Supplier will have no obligation to verify such information, (ii) the Customer is authorized to provide Supplier with all such Confidential Information, and (iii) the Customer has satisfied any data privacy requirement under applicable law to allow the processing of Personal Data (including any notification requirements and informed consent from individuals, if required, and (iv) Supplier's use of such information in connection with the agreed Services will not violate any law or contractual right of any third party. Supplier shall promptly destroy or, at the Customer's election and specific written prior notification to Supplier, return any Confidential Information, including any Personal Data in its possession or control when the same is no longer necessary for the provision of the Services, provided that the Supplier may retain such Confidential Information only as required by applicable law, regulation or documented professional archival policy or as otherwise authorized or instructed by the Customer. Any Confidential Information so retained shall at all times remain subject to these terms and conditions, including with respect to confidentiality, security and non-disclosure.

- 4. DATA SECURITY.** Without limiting the foregoing, if Supplier processes Customer-owned or controlled data as part of the Services in the interest and on behalf of the Customer which relates to an identified or identifiable person, ("Personal Data"), Supplier shall (i) only process such Personal Data, including-transferring it to or allowing access by Supplier's sub-processors to the extent necessary to perform its obligations as set forth in this agreement and the Information Security Overview, as otherwise authorized in writing by the Customer, or as required by applicable law, (ii) implement appropriate technical and organizational measures to protect such personal data as set forth in the Information Security Overview, (iii) promptly notify the Customer of any actual incident in which the confidentiality, integrity or security of the Personal Data has been compromised, or of any request received by a data subject with regards to the Personal Data, and (iv) collaborate with the Customer as required by applicable law, or the Customer's request to document the Personal Data, data subjects and processing activities related to the Services, including as part of an applicable Proposal. For the avoidance of doubt, Supplier will not i) sell or share Personal Data ; ii) attempt to identify or reidentify individuals in data sets containing deidentified Personal Data, and iii) combine Personal Data it receives from or on behalf of the Customer with personal data it receives from or on behalf of another party or person, except for any purposes permitted by law or after such personal data has been anonymized, aggregated or other deidentified for use for research, data analysis, and statistical purposes, including to benchmark and identify insights. Supplier will notify the Customer if it can no longer meet its obligations under any applicable law.

With respect to transfers of personal data from the Customer to Supplier, where required by law to ensure an adequate level of data protection, the Parties agree that such standard contractual clauses as applicable to the respective transfer and to Supplier's Services and as available at <https://solutions.mckinsey.com/msd/sccs.pdf> shall be deemed automatically incorporated into this agreement and binding upon the parties hereto, including their affiliates, unless an alternate data transfer arrangement authorized by applicable law is agreed by the parties. Supplier will comply with the Customer's reasonable requests to furnish information regarding Supplier's processing activities as is reasonably necessary to enable the Customer to verify that Supplier is complying with its obligations under this agreement, including by making its Director of IT Security or person of comparable knowledge and position available to provide information about the Information Security Overview and Supplier's processing in connection with the Services, and the foregoing shall apply in full satisfaction of any Customer audit or inspection rights of Supplier, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.

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- 5. INTELLECTUAL PROPERTY.** Upon payment in full of the Supplier's fees, 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 (or its licensor) 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 and for its internal use only subject to the limitations at Section 5 on disclosure of Supplier materials and publicity. The Customer agrees that, without the Supplier's prior written permission, it will (a) not permit any third party to access or copy any The Supplier Tool or Deliverable; and (b) not itself, nor permit any third party to, remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with, or reverse engineer, any Supplier Tool or Deliverable. The Deliverables are provided 'as is', without any express or implied warranty. Except as otherwise set forth in the applicable Proposal, The Supplier shall not be obligated to maintain, support, host, update, or correct the Deliverables. The Customer acknowledges and agrees that any results, options, data, recommendations, analyses, or other information generated by the Deliverables are dependent upon the accuracy of the information processed thereby (including as provided by the Customer), as well as upon the Customer's proper use of the Deliverables. The Customer is responsible for performing final testing (including security testing) of the Deliverables, final validation and final implementation of the Deliverables in a production environment. The Supplier is not liable for modifications made to Deliverables by anyone other than The Supplier personnel or for use of any Deliverables in a live production environment. The Customer is responsible for the operation and security of its operating environment.
- 6. DISCLOSURE OF THE SUPPLIER'S MATERIALS; PUBLICITY.** The Supplier's work for the Customer is confidential and for the Customer's internal use only. The Supplier will not disclose the Deliverables to any third parties without the Customer's prior written permission. Similarly, the Customer agrees that it will not disclose any materials or information that the Supplier furnishes to the Customer, including the Deliverables, to any third parties without the Supplier's prior written permission unless it has a legal obligation to do so. Each party further agrees not to use the other party's name or trademarks in any communication with any third party without the other party's prior written permission unless it has a legal obligation to do so.
- 7. SERVING COMPETITORS.** It is the Supplier's long-standing policy to serve competing Customers and Customers with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising the Supplier's professional responsibility to maintain the confidentiality of Customer information. Consistent with such practice and the Supplier's confidentiality obligations to its other Customers, the Supplier is not able to advise or consult with the Customer about the Supplier's serving the Customer's competitors or other parties. Nothing in this section shall operate to limit or reduce the Supplier's obligations with respect to the Customer's Confidential Information, including the confidentiality and non-disclosure obligations with respect thereto.
- 8. LIMITATION OF LIABILITY.** The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. The Supplier does not supplant the Customer's management or other decision-making bodies and does not guarantee results. The Customer remains solely responsible for its decisions, actions, use of the Deliverables and Services and compliance with applicable laws, rules and regulations. The Customer acknowledges and accepts that in relation to the provision of Services by the Supplier under this framework (i) the Supplier cannot provide Services outside of its service line boundaries, such as investment, legal, tax, accounting or other regulated service; and (ii) the delivery of any Services shall be subject to the Supplier obtaining any necessary internal approvals. In no event shall the Supplier's liability to the Customer in connection with the Services exceed the fees received by the Supplier from the Customer

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in connection with such Services, except that this agreement shall not limit any liability which cannot legally be limited including, but not limited to, liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

- 9. TERM AND TERMINATION.** Either party may terminate the Services at any time effective upon written notice to the other and, in the event of such termination, the Customer will pay the Supplier's fees and expenses up to the effective date of termination.
- 10. FREEDOM OF INFORMATION ACT 2000 (FOIA).** The Supplier recognises that the Customer is subject to obligations under FOIA and wishes to co-operate with the Customer in its discharging of those obligations. The Customer shall notify and consult with the Supplier prior to disclosing any proprietary materials or information provided by the Supplier in tendering for, discussing, performing under or otherwise in connection with the Services. The Customer acknowledges that such materials or information may be covered by exemptions from disclosure under the FOIA, including without limitation the exemptions for information provided in confidence, trade secrets, commercially sensitive information and personal data and acknowledges that disclosure of such materials or information may result in irreparable, unquantifiable and continuing damage to the Supplier.
- 11. AUDIT AND ACCESS.** The Customer shall promptly notify the Supplier in writing of any issues or concerns it may have about the Supplier's compliance with the terms of the Call-Off Contract, and the Supplier will use reasonable and diligent efforts to address such issues or concerns, including providing the Customer with such documents as may be reasonably necessary to confirm that the Supplier has satisfied its obligations under the Call-Off Contract. Any information furnished in connection with this provision shall be kept confidential in accordance with these terms and conditions. The parties agree that this Call-Off Contract and the work carried out in relation to it shall be deemed a Tier 1 contract in line with the PPN 05/16: Open Book Contract Management guidance. The Customer acknowledges and agrees that the Supplier will not give the Customer access to: the Supplier's records or systems that do not relate to the Services; to the non-public areas of the Supplier's business premises; or to the extent that access would conflict with the Supplier's professional and contractual obligations to its other Customers.
- 12. EXPORT CONTROL AND SANCTIONS.** For purposes of this section, a Party is defined as each contracting entity, including its directors, officers, and affiliates ("Party"). In performing this Agreement, each Party agrees to comply with applicable sanctions, export control, import control, and antiboycott laws ("Trade Control Laws"), including, but not limited to EU, UK, and U.S. laws, and neither Party shall cause the other to violate or to be penalized under such Trade Control Laws. Neither Party is a Restricted Party (as defined below) and neither will use anything received from the other Party in connection with a Restricted Party, Russia, the Government of Venezuela, or a comprehensively sanctioned jurisdiction under Trade Control Laws. A Restricted Party is an individual or entity that (i) is identified on a restricted party list under Trade Control Laws, or is owned 50% or more by, controlled by, or acting on behalf of, such a person(s) or entity(ies), or (ii) is organized under the laws of, ordinarily resident in, or acting on behalf of a person or entity located in Russia or any comprehensively sanctioned jurisdiction under Trade Control Laws. Each Party agrees to promptly inform the other in writing if it becomes a Restricted Party.
- Neither Party will provide to the other anything for which government authorization is required under Trade Control Laws without explaining to the other Party what government authorization is required and obtaining the other Party's prior written consent.
- 13. MISCELLANEOUS.** These terms and conditions and the Proposal and Exhibits shall be governed by and construed in accordance with the laws of England and Wales without regard to conflicts of law principles and shall inure to the benefit of and be binding on the successors and assigns of the Customer and the Supplier. The following Sections shall survive the completion or any termination of the Services: 3

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(Confidentiality), 4 (Data Security), 5 (Intellectual Property), 6 (Disclosure of the Supplier's Materials; Publicity), 7 (Serving Competitors), 8 (Limitation of Liability), 9 (Term and Termination) and 10 (Freedom of Information Act 2000), 11 (Audit and access), 12 (Export Control and Sanctions) and 13 (Miscellaneous) and any other provision which by law or by its nature should survive. Neither party may assign its rights or obligations under the terms and conditions to any person or entity without the written consent of the other party, not to be unreasonably withheld, provided, however, that either party may assign its rights and obligations under this agreement to its affiliates upon reasonable written notice to the other party but without the written consent of the other party. Assignment shall not relieve either party of its obligations hereunder. The Supplier is an independent contractor and not the Customer's agent or fiduciary. Any purchase order, invoice or similar document issued by either party shall be for the issuing party's internal purposes only and, notwithstanding any course of dealings of the parties at any time or any statement to the contrary contained therein, no such purchase order, invoice or other similar document shall be construed to modify the terms and conditions. Rights and remedies provided in these terms and conditions are cumulative and not exclusive of any right or remedy provided at law or in equity. Any person (other than affiliates of the Supplier and any indemnified person pursuant to Section 7) who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any terms and conditions of this agreement, provided that this shall not affect any right or remedy of a third party which exists or is available apart from the Act.