

## DPS Schedule 4 (DPS Management)

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>'Agency DPS Manager'</b>	has the meaning given to it in Paragraph 3.1 of this Schedule; and
<b>'Agency Review Meetings'</b>	has the meaning given to it in Paragraph 3.9 of this Schedule.

### 2. How CCS and the Agency will work together

2.1 The successful delivery of this Contract will rely on the ability of the Agency and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the DPS Contract Period.

2.2 To achieve this strategic relationship, there will be a requirement to adopt proactive DPS management activities which will be informed by quality Management Information, and the sharing of information between the Agency and CCS.

2.3 This Schedule outlines the general structures and management activities that the Parties shall follow during the DPS Contract Period.

### 3. DPS Management

#### DPS Management Structure

3.1 The Agency shall provide a suitably qualified nominated contact (the **"Agency DPS Manager"**) who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.

3.2 The Agency shall put in place a structure to manage this Contract in accordance with DPS Schedule 1 (Specification) and the Key Performance Indicators.

3.3 A governance structure will be agreed between the Parties as soon as reasonably practicable following the DPS Start Date.

3.4 Following discussions between the Parties following the DPS Start Date, where requested by CCS, the Agency shall produce and issue to CCS a draft agency action plan (the **"Agency Action Plan"**). CCS shall not unreasonably withhold or delay its agreement to the draft Agency Action Plan. The Agency Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Agency of the draft Agency Action Plan.

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- 3.5 The Agency Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Agency Action Plan shall be notified by CCS to the Agency. The Agency shall not unreasonably withhold its agreement to any changes to the Agency Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Agency of CCS's notification.
- 3.6 The Agency agrees to comply with its obligations in the Agency Action Plan as updated from time to time.
- 3.7 The Agency shall comply with all requests from CCS in regard to compliance requirements as required including:
- 3.7.1 Dun and Bradstreet risk failure score monitoring;
  - 3.7.2 regular evidence that the Required Insurances and any Additional Insurances have been renewed and maintained;
  - 3.7.3 invoice payment performance; and
  - 3.7.4 verification of required accreditations & certifications.
- 3.8 Agency's should participate in further competitions when identified by appropriate filters using the Platform. A repeated failure to bid on further competitions without an acceptable reason may result in the Agency being suspended from the DPS, in accordance with Clause 10.7 (Partially ending and suspending the contract), for a period as decided by CCS.

### **Agency Review Meetings**

- 3.9 Performance review meetings will take place at CCS's premises or elsewhere as agreed by the Parties throughout the DPS Contract Period ("**Agency Review Meetings**") at such times and frequencies as CCS determine from time to time. The Parties shall be flexible about the timings of these meetings.
- 3.10 The Agency Review Meetings will review the Agency's performance under this Contract and, where applicable, the Agency's adherence to the Agency Action Plan. The agenda for each Agency Review Meeting shall be set by CCS and sent to the Agency in advance and will cover, but not be limited to, the following:
- 3.10.1 transition and on-boarding of new Clients (milestones and progress against targets) including contract compliance;
  - 3.10.2 performance against Key Performance Indicators (KPIs);
  - 3.10.3 submission of Management Information;
  - 3.10.4 resolution of issues relating to the Order Contracts;
  - 3.10.5 Client Satisfaction Surveys (quality and delivery of the Goods or Services etc); and
  - 3.10.6 Demonstration of value and commercial benefits.
- 3.11 The information reviewed at the meetings will be based on MI provided by the Agency, or based on outputs from CCS audit activity where applicable.
- 3.12 CCS may ask the Agency to discuss any instances known to the Agency where any Other Contracting Authority decided not to use this DPS Contract for their order.

- 3.13 The Agency Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Agency DPS Manager.

#### **4. How the Agency's Performance will be measured**

- 4.1 The Agency's performance will be measured by the following Key Performance Indicators ("KPI"):

<b>Key Performance Indicator (KPI)</b>	<b>KPI Target</b>	<b>Measured by</b>
<b>1. DPS management</b>		
1.1 Management Information (MI) returns: All MI returns to be returned to CCS by the 5th Working Day of each month	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the RMI system)
1.2 All undisputed invoices to be paid within 30 calendar days of issue	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS finance system).
1.3 Agency self-audit certificate sent to CCS in accordance with the DPS Agreement	100%	Confirmation of receipt and time of receipt by CCS
1.4 Actions identified in an Audit Report to be delivered as agreed between CCS and the Agency	100%	Confirmation by CCS of completion of the actions by the dates identified in the Audit Report
1.5 Quality: Upon request from CCS, further supporting evidence relating to the quality criteria to be provided within fifteen (15) working days of request	100%	Confirmation by CCS that satisfactory evidence has been provided
<b>2. Operational efficiency, value and commercial benefits</b>		
2.1 The Agency to derive further added value over the DPS Contract Period via continuous improvement and innovation as agreed between CCS and the Agency.	100%	Confirmation by CCS of the cost savings achieved by the dates identified in the Agency Action Plan, as applicable and agreed with CCS
<b>3. Data &amp; Transparency</b>		
3.1 The Agency to provide the level of data and transparency required by the Authority and the Client.	100%	Monthly, Quarterly or Annual Review conducted by CCS.
<b>4. Customer satisfaction</b>		

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4.1 Services provided under Order Contracts to the satisfaction of Client against specific metrics.	80%	Confirmation by CCS of the Agency's performance against customer satisfaction surveys
<b>5. Social Value</b>		
5.1 Embedding Government's Social Value commitments into business as usual and work with CCS to agree and establish Social Value Standards for the marketing industry	Report against agreed standards	Reviewed formally where applicable and agreed with CCS, on an annual basis and discussed in Agency Review Meetings.
<b>6. Continuous improvement</b>		
6.1 Use of learnings and results from client briefs to drive continuous improvement, address issues and encourage best client and agency behaviours	CCS and clients are satisfied that they are achieving best value from their contracts	Monthly, quarterly, bi-annual or annual review conducted by CCS with agency
<b>7. Innovation</b>		
7.1 Innovative solutions are proposed in brief responses and in ongoing contracts	CCS and clients are suitably satisfied that the Agency has been and is continuing to provide innovative solutions	Quarterly or bi-annual review conducted by CCS with agency

4.2 The Agency shall comply with the KPIs and establish processes to monitor its performance against them and the Agency's achievement of KPIs shall be reviewed during the Agency Review Meetings as agreed with CCS.

4.3 CCS reserves the right to adjust, introduce new, or remove KPIs throughout the DPS Contract Period, however any significant changes to KPIs shall be agreed between CCS and the Agency in accordance with the Variation Procedure.

4.4 CCS reserves the right to use and publish the performance of the Agency against the KPIs without restriction.

## **5. What the Agency must do to measure their performance**

5.1 The Agency shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract if required to do so by CCS. This shall include the following (but this list is not exhaustive and may be developed during the DPS Contract Period):

5.1.1 tracking uptake and product costs, in order to demonstrate that Clients are buying more smartly;

5.1.2 developing additional KPIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).

5.2 The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Agency. Such metrics shall be incorporated into the list of KPIs set out in this Schedule.

5.3 The ongoing progress and development of the efficiency tracking performance measures shall be reported through DPS management activities as outlined in this Schedule.

## **6. What to do if CCS and the Agency can't agree about the performance**

6.1 In the event that CCS and the Agency are unable to agree the performance score for any KPI during an Agency Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Authorised Representative and the Agency's Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).

6.2 In cases where CCS Authorised Representative and the Agency's Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

## **7. Marketing**

7.1 The Agency shall ensure that a person is appointed as Agency Marketing Contact who shall be responsible for the marketing obligations of the Agency in relation to this Contract.

### **How the Agency must contribute to CCS publications**

7.2 The Agency shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.

7.3 Such information shall be provided in such form and at such time as CCS may request.

7.4 Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Agency's exclusion from the use of such marketing materials.

### **Publicity and marketing by the Agency**

7.5 All marketing materials produced by the Agency in relation to this DPS shall at all times comply with the CCS branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>.

7.6 The Agency will periodically update and revise its marketing materials to ensure ongoing compliance.

7.7 The Agency shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.

7.8 The Agency shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Agency will ensure that such content is regularly maintained and updated. In the event that the Agency fails to maintain or update the content, CCS or the relevant Client may give the Agency notice to rectify the failure and if the failure is not rectified to its reasonable satisfaction within one (1) Month of receipt of such notice, shall have the right to remove such content itself or require that the Agency immediately arranges the removal of such content.

## **8. Where CCS might oversee parts of the Order Contracts**

8.1 CCS shall have oversight of certain processes which are operated under Order Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Order Contract:

8.1.1 Order Schedule 3 (Continuous Improvement);

8.1.2 Order Schedule 8 (Business Continuity and Disaster Recovery);

8.1.3 Order Schedule 9 (Security); and

8.1.4 Order Schedule 16 (Benchmarking).

(the "**Supported Schedules**")

### **How the Agency must support CCS involvement**

8.2 The Agency shall co-operate as reasonably required by CCS in relation to the Supported Schedules including:

8.2.1 provision of information;

8.2.2 allowing CCS to act as agent for the Clients under the Supported Schedules for such matters as CCS may notify to the Agency from time to time; and

8.2.3 such other matters as CCS may notify to the Agency from time to time.

### **Where CCS might manage the process for Clients collectively**

8.3 In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:

**8.3.1 Order Schedule 3 (Continuous Improvement) - the Agency shall:**

- (a) adopt a policy of continuous improvement in relation to the Goods or Services;
- (b) create, maintain and update a continuous improvement plan for improving the provision of the Goods or Services and/or reducing the Charges and, where requested by CCS, incorporate any improvement identified in accordance with the Variation Procedure.

**8.3.2 Order Schedule 8 (Business Continuity and Disaster Recovery) - the Agency shall:**

- (a) create and hold a template BCDR plan that can be used by each Client and shall make it available to CCS so that it can be published to potential Clients; and
- (b) notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Agency shall provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Order Contracts.

**8.3.3 Order Schedule 9 (Security) - the Agency shall:**

- (a) create and hold a template Security Plan that can be used by each Client and shall make it available to CCS so that it can be published to potential Clients; and
- (b) notify CCS in the event of breach of any Security Plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of Security Plans across all Order Contracts.

**8.3.4 Order Schedule 16 (Benchmarking) - the Agency:**

- (a) shall notify CCS in the event that any benchmarker is appointed in respect of any Order Contract and the Agency recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Order Contracts;
- (b) shall where CCS is appointed as agent by Clients in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible;
- (c) agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS shall be entitled to publish the results of any benchmarking of the DPS Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).