

DPS Schedule 5 (Management Charges and Information)

1. How to provide management information to CCS

- 1.1 The Agency shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.
- 1.2 The initial **MI Reporting Template** is set out in the Annex to this Schedule and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Agency may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.

2. Reporting period

- 2.1 MI Reports must be completed and returned to CCS by the fifth working day of every month during the DPS Contract Period and thereafter until all transactions relating to Order Contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.
- 2.2 In an MI Report, the Agency should report contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Agency must report the invoice in October's MI Report and not September's. Each Order received by the Agency must be reported only once, i.e. when the Order is received.

3. Submitting the information

- 3.1 MI Reports shall be completed electronically and uploaded to the CCS data submission service available at:
<https://www.reportmi.crowncommercial.gov.uk>
- 3.2 MI Reports must be completed in pounds sterling unless CCS has given prior written consent to the use of another currency.
- 3.3 CCS may reasonably require that MI Reports be submitted by an alternative means such as email.
- 3.4 Where requested by CCS, the Agency shall provide Management Information to a Client as specified by CCS.
- 3.5 The Agency shall:
 - 3.5.1 promptly after the DPS Start Date provide an email and/or postal address to which CCS will send invoices for the Management

Charge and monthly statements relating to the invoicing of the Management Charge;

- 3.5.2 promptly after the DPS Start Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and
- 3.5.3 immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.5.

4. How CCS can use the Management Information

- 4.1 The Agency grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
 - 4.1.1 use and to share with any Client, Other Contracting Authority and Relevant Person; and/or
 - 4.1.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),
any Management Information supplied to CCS for CCS' normal operational activities including administering this Contract and/or all Order Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
- 4.2 CCS may consult with the Agency to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.
- 4.3 Following receipt of the completed MI Report, CCS shall invoice the Agency for the Management Charge payable for the Month to which the MI report relates.

5. Paying the Management Charge

- 5.1 The **Management Charge** excludes VAT which is payable on provision of a valid VAT invoice.
- 5.2 The Agency shall pay CCS the Management Charge (and other amounts payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Agency of an undisputed invoice to such bank or building society account set out in the invoice. Invoices will include collection of the GCS Management Charge collected by the Agency from Clients on behalf of GCS.
- 5.3 Where the Agency chooses to pass through the payment of the Management Charge to a third-party supplier, any payment of the Management Charge by the third-party supplier to the Agency will not be a breach of the DPS Contract where:
 - 5.3.1 the payment does not exceed the Management Charge payable by the Agency on the relevant third-party costs under the terms of the DPS Contract;
 - 5.3.2 the Agency passes the full amount it receives from the third-party supplier through to CCS and does not receive any benefit from the payment; and

- 5.3.3 the pass through from the third-party supplier to the Agency to CCS is clearly documented for the purposes of any Audit carried out under the terms of the Contract.

6. What happens if the Management Charge is not paid?

- 6.1 Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:
 - 6.1.1 issuing the Agency with reminders that an invoice payment is due and/or overdue;
 - 6.1.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;
 - 6.1.3 suspending the Agency from the DPS until such time that overdue invoices are paid; and/or
 - 6.1.4 terminating this Contract.

7. What happens if the Management Information is wrong?

- 7.1 If the Agency or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Agency must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.
- 7.2 Following an **MI Failure**, CCS may issue reminders to the Agency and require the Agency to correctly complete the MI Report. The Agency shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

- 7.3 The Agency agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Agency shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

Admin fees

- 7.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Agency acknowledges and agrees that CCS shall have the right to invoice the Agency, the Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.
- 7.5 The Agency acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Agency failing to provide Management Information as required by this Contract.

8. What happens if Management Information Reports are not provided?

- 8.1 If two (2) MI Reports are not provided in any rolling six (6) month period then an **MI Default** shall be deemed to have occurred and CCS shall be entitled to:
 - 8.1.1 charge and the Agency shall pay a **Default Management Charge** in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 8.2.1 and/or
 - 8.1.2 suspend the Agency from the agreement until such time that deficient MI reports(s) are rectified; and/or
 - 8.1.3 terminate this Contract.
- 8.2 The Default Management Charge shall be the higher of:
 - 8.2.1 the average Management Charge paid or payable by the Agency in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Order Contract, in the whole period preceding the date on which the MI Default occurred; or
 - 8.2.2 the sum of five hundred pounds (£500).
- 8.3 If the Agency provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:
 - 8.3.1 the Agency has overpaid the Management Charge as a result of the application of the Default Management Charge then the Agency shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
 - 8.3.2 the Agency has underpaid the Management Charge during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

Annex: MI Reporting Template

Please see Attachment 2 - Management Information Template