

## DPS Schedule 5 (Management Levy and Information)

### 1. How to provide management information to CCS

- 1.1 The Supplier 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 Supplier 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 Supplier should report Order 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 Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier 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 CCS may reasonably require that MI Reports be submitted by an alternative means such as email.
- 3.3 Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.
- 3.4 The Supplier shall:
  - 3.4.1 promptly after the DPS Start Date provide an e-mail and/or postal address to which CCS will send invoices for the Management Levy and monthly statements relating to the invoicing of the Management Levy;
  - 3.4.2 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

3.4.3 immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.4.

3.5 Invoicing queries; the Supplier shall notify CCS of any changes to these details.

#### **4. How CCS can use the Management Information**

4.1 The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

4.1.1 use and to share with any Buyer, 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 Supplier 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 Supplier for the Management Levy payable for the Month to which the MI report relates.

#### **5. Paying the Management Levy**

5.1 The Management Levy excludes VAT which is payable on provision of a valid VAT invoice.

5.2 The Supplier shall pay CCS the Management Levy (and other amounts payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

#### **6. What happens if the Management Levy isn't 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 Supplier 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 Supplier from the DPS Contract 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 Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier 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 Supplier and require the Supplier to correctly complete the MI Report. The Supplier 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 Supplier 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 Supplier 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 Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.
- 7.5 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier 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 Supplier shall pay a **Default Management Levy** 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 Supplier from the DPS Contract until such time that deficient MI reports(s) are rectified; and/or
  - 8.1.3 terminate this Contract.
- 8.2 The Default Management Levy shall be the higher of:
- 8.2.1 the average Management Levy paid or payable by the Supplier 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 Supplier 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 Supplier has overpaid the Management Levy as a result of the application of the Default Management Levy then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or

8.3.2 the Supplier has underpaid the Management Levy during the period when a Default Management Levy was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

## **Annex: MI Reporting Template**

See 'Attachment 2 – Management Information (MI) Reporting Template V1' in the bid pack.