

# RM6126 Research & Insights DPS

# Public Sector Contract Guidance

## Overview

The Research & Insights DPS agreement uses the Public Sector Contract format for its terms and conditions. This document illustrates how the schedules come together to create the DPS contract and how to use it.

* DPS contract - defines the legal terms between Crown Commercial Service (CCS) and a Research & Insights supplier
* Order contract - determines the terms between a public sector buyer and a Research & Insights supplier

The Public Sector Contract format is made up of core terms and relevant schedules, you will notice some numbers are missing, that is because we are not using those schedules.

### Order Form

This is your contract with your supplier and can be found in DPS Schedule 6 (Order Form Template and Order Schedules).

The Order Form requires you to customise or delete parts of it (indicated in **bold and highlighted**) according to your requirements. It is the only document which both you and the Supplier sign. It links to the Core Terms and any applicable Joint Schedules and Order Schedules. You can download the full T&Cs document suite from the documents section on the [Research & Insights webpage](https://www.crowncommercial.gov.uk/agreements/RM6126). The Order Form, when completed and signed by you and the supplier, forms your contract.

### Core Terms

These are the main legal terms for the DPS contract and each order contract. The core terms contain CCS standard commercial terms and conditions which govern the supplier relationship with CCS at DPS agreement level and with each buyer at order contract level. Core Terms must always be used and you cannot change the text of the Core Terms.

### Schedules

Each order contract has mandatory schedules and is customised using optional schedules. The schedules are used in addition to the Core Terms and comprise of:

* DPS Schedules
* Joint Schedules
* Order Schedules

Not all schedules need to be used in your order contract, some are mandatory and others are optional, as detailed in the tables below. Depending on the complexity of your requirement you may need to use most of the schedules. For any schedules you don’t use, you can delete these from your contract.

### Order Special Terms

If you require any special terms, or wish to supplement the Core Terms, Joint Schedules or Order Schedules, details should be included in the Order Special Terms section of the Order Form. You cannot amend any of the actual schedules themselves except where indicated in **bold**.

Once you are satisfied with your Order Form, send it to the awarded supplier for completion of their details and signature. The supplier will already have accepted the standard DPS terms and conditions when they were appointed to the DPS. Suppliers are not permitted to negotiate the terms of the DPS.

You do not have to send any unchanged schedules to the supplier because they are referenced in the Order Form. Any schedules you have amended should be clearly communicated to the supplier (for example, by email when you send the Order Form). These schedules do not have to be copied onto the end of your Order Form.

## Core Terms and DPS Schedules

The core terms form part of the DPS agreement and order contracts and must be used on every contract. They govern the supplier’s relationship with CCS and every buyer who has a order contract. They cannot be changed.

|  |  |
| --- | --- |
| **Document title** | **What is it?** |
| Core Terms | The main legal terms for both the DPS agreement and order contracts. |
| DPS Appointment Form | Includes important information and contents of the DPS contract between CCS and the supplier. |
| DPS Schedule 1 (Specification) | The service offering suppliers are providing to buyers via the RM6126 Research & Insights DPS agreement. |
| DPS Schedule 2  (DPS Application) | What services the supplier is offering, this is captured electronically as part of the selection questionnaire in the DPS submission. |
| DPS Schedule 3  (DPS Pricing) | Not applicable, there is no pricing for DPS agreements. |
| DPS Schedule 4  (DPS Management) | Describes how CCS and the supplier will manage the DPS contract. |
| DPS Schedule 5 (Management Levy and Information) | Describes how suppliers report to CCS and the charges they have to pay to CCS. |
| DPS Schedule 6 (Order Form template and Order Schedules) | Template documents the buyer needs to complete in order to form a order contract. Available separately on the website for download and completion. |
| DPS Schedule 7  (Order Procedure) | The process a buyer must follow to run a procurement and award a order contract. |
| DPS Schedule 8  (Self Audit Certificate) | A letter each supplier must send to CCS annually to confirm that its systems, reporting and processing of public sector orders complies with the DPS contract. |

## Joint Schedules

The Joint Schedules are additional terms between the supplier and CCS, as well as between the supplier and buyer. Buyers can exclude specific schedules, marked as optional, if not relevant to their procurement.

|  |  |  |
| --- | --- | --- |
| **Document Title** | **Optional** | **What is it?** |
| Joint Schedule 1 (Definitions) |  | What the legal definitions in the documents mean and how to interpret the contract. |
| Joint Schedule 2 (Variation Form) |  | **Buyer input may be required**  How the supplier, CCS and the buyer can make a change to an existing contract. This covers both DPS agreement and order contracts. |
| Joint Schedule 3 (Insurance Requirements) |  | The insurance a supplier needs in case it breaches a contract or is negligent. Any additional insurances required must be detailed in the Order Form. |
| Joint Schedule 4 (Commercially Sensitive Information) |  | Identifies supplier confidential information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs). Any additional Commercially Sensitive Information must be detailed in the Order Form. |
| Joint Schedule 5 (Corporate Social Responsibility) |  | Agreement that the supplier behaves as a good corporate citizen. |
| Joint Schedule 6 (Key Subcontractors) | Optional | The process the supplier has to follow if using subcontractors. Provides an obligation on the supplier to provide details on their subcontractors. This allows buyers to undertake their off-payroll working (IR35) assessments accurately, where the procurement is deemed to be for resource rather than a managed service. Key Subcontractors must be detailed in the Order Form. |
| Joint Schedule 7 (Financial Difficulties) | Optional | **Buyer input may be required**  What suppliers must do if they are in financial trouble. For use in specific cases of concern about delivery of the order contract.  Use Annex 1 to detail rating agencies  Use Annex 2 to include credit rating and credit rating thresholds for the Supplier Guarantor and Key Subcontractors as required. |
| Joint Schedule 8 (Guarantee) | Optional | **Buyer input may be required**  The document signed by a third party to provide additional assurance that the supplier will meet their obligations under the contract. Complete Annex 1 - Form of Guarantee and Deed of Guarantee |

|  |  |  |
| --- | --- | --- |
| Joint Schedule 10 (Rectification Plan) |  | **Buyer input may be required**  The process to follow if the supplier defaults on your contract.  If default occurs complete this schedule with the supplier to ensure the required corrective action is put in place. |
| Joint Schedule 11 (Processing Data) |  | **Buyer input may be required**  Sets out the data processing options and processes, which the buyer and the supplier have to follow to address GDPR requirements. When and wherever personal data is being processed, complete:  Annex 1 - Processing Personal Data Annex 2 - Joint Controller Agreement |
| Joint Schedule 12 (Supply Chain Visibility) | Optional | The requirement on a supplier to advertise sub-contract opportunities. |

## Order Schedules

The order schedules are specific to the order contract between the supplier and buyer. Buyers can exclude specific schedules that are deemed not relevant to the procurement, marked as optional.

|  |  |  |
| --- | --- | --- |
| **Document Title** | **Optional** | **What is it?** |
| Order Schedule 1 (Transparency Reports) |  | **Buyer input may be required**  Information about the order contract you need from the supplier so that you can meet your public accountability and transparency requirements.  If required, complete Annex A - List of Transparency Reports |
| Order Schedule 2 (Staff Transfer) |  | **Buyer input may be required**  How CCS, the buyer or supplier protects employees' rights when the organisation or service they work for transfers to a new employer.  Complete all relevant sections |
| Order Schedule 3 (Continuous Improvement) |  | **For information only, no buyer input required**  Supplier’s obligations to identify new or potential improvements to how it delivers the order contract. |
| Order Schedule 4 (Order Tender) |  | **Buyer input required**  How the supplier proposes to meet the requirements of a order contract.  Insert the supplier's tender response |
| Order Schedule 5 (Pricing Details) | Optional | **Buyer input may be required**  Pricing information additional to that contained in the Order Form, if required, where the pricing is particularly complex. |
| Order Schedule 7 (Key Supplier Staff) | Optional | **Buyer input may be required**  Details restrictions on a supplier changing staff that are crucial to delivery of the order contract. Allows buyers to request details of supplier staff start and end dates. This is required for off-payroll working (IR35) record purposes, where the procurement is deemed to be for resource rather than a managed service. |

|  |  |  |
| --- | --- | --- |
| Order Schedule 8 (Business Continuity and Disaster Recovery) | Optional | **For information only, no buyer input required**  What the supplier must do to make sure the order contract can still be delivered even if there’s an unexpected event. Use if:   1. order contracts will be critical for the buyer's organisation 2. it would be difficult to replace the supplier if things go wrong |
| Order Schedule 9 (Security) | Optional | **Buyer input may be required**  What the supplier must do to ensure that buyer data and deliverables are kept secure.  Complete all relevant sections. |
| Order Schedule 10 (Exit Management) | Optional | **Buyer input may be required**  What the supplier needs to do at the end of an order contract to help the buyer continue to deliver public services. An Exit Management Plan should be agreed following award of the order contract. |
| Order Schedule 12 (Clustering) | Optional | Required when other contracting authorities wish to join with the initial buyer to contract collectively under one single Order Contract.  Annex A should be completed with Cluster Members |
| Order Schedule 14 (Service Levels) | Optional | The standards of service required by the buyer and what happens when these are not met. The buyer may choose to use Service Levels and/or KPIs to manage the supplier and Order Contract. |
| Order Schedule 15 (Order Contract Management) | Optional | **Buyer input may be required**  Provides a formal structure for how the buyer and supplier will work together to manage the order contract. |
| Order Schedule 16 (Benchmarking) | Optional | **For information only, no buyer input required**  Allows the buyer to commission an approved benchmarking service to assess whether the services offered represent value for money over the lifetime of the contract. |
| Order Schedule 17 (MOD Terms) | Optional | **For MOD buyers only, buyer input required**  Additional terms required by the MOD. |
| Order Schedule 18 (Background Checks) | Optional | To be used where supplier staff must be vetted before working on the contract. For example, in cases where supplier staff may come into contact with children, vulnerable adults or members of the public for whom the buyer has a special duty of care. |
| Order Schedule 19 (Scottish Law) | Optional | **Only valid if in Scotland, buyer input required**  Switches the interpretation of the contract to Scottish Law. |

|  |  |  |
| --- | --- | --- |
| Order Schedule 20 (Specification) | Optional | **Buyer input may be required**  Information relating to your specification additional to that contained in the Order Form if required. |
| Order Schedule 21 (Northern Ireland Law) | Optional | **Only valid if in Northern Ireland, buyer input required**  Switches the interpretation of the contract to Northern Ireland Law. |
| Order Schedule 23 (HMRC) | Optional | **Only valid if HMRC, buyer input required**  Switches the interpretation of the contract to HMRC specific terms. |

# Further information

If you require any further information or need further assistance please contact

[info@crowncommercial.gov.uk](mailto:info@crowncommercial.gov.uk)

0345 410 222

You can also learn more about Crown Commercial Service at:

Website: [crowncommercial.gov.uk](https://www.crowncommercial.gov.uk/)

Twitter: [@gov\_procurement](https://twitter.com/gov_procurement)

LinkedIn:

[Crown Commercial Service](https://www.linkedin.com/company/government-procurement-service/?trk=cp_followed_logo_government-procurement-service)