

DATED

2012

**(1) THE SECRETARY OF STATE FOR TRANSPORT AND THE DEPARTMENT OF
THE ENVIRONMENT ACTING THROUGH THE DRIVER AND VEHICLE
STANDARDS AGENCY AND THE DRIVER & VEHICLE AGENCY**

- and -

(2) JOINT APPROVALS UNIT FOR PERIODIC TRAINING

SERVICES AGREEMENT

relating to

the Driver Certificate of Professional
Competence, Taxi Schemes and DDR

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THIS SERVICES AGREEMENT is made on

2012

BETWEEN

- (1) **THE SECRETARY OF STATE FOR TRANSPORT AND THE DEPARTMENT OF THE ENVIRONMENT ACTING THROUGH THE DRIVER AND VEHICLE STANDARDS AGENCY** of the **Axis Building, 112 Upper Parliament Street**, , Nottingham NG1 6LP for Great Britain and **THE DRIVER & VEHICLE AGENCY** of Balmoral Road, Belfast BT12 6QL for Northern Ireland (each an "**Agency**" and together the "**Agencies**");
- (2) **JOINT APPROVALS UNIT FOR PERIODIC TRAINING** a company registered in England and Wales under number 6325313 whose registered office is at 12 Warren Yard, Warren Park, Stratford Road, Milton Keynes, Buckinghamshire, MK12 5NW ("**Approval Body**").

BACKGROUND

- A The Secretary of State for Transport and the Department of the Environment are the competent authorities for the Driver Certificate of Professional Competence ("**Driver CPC**") which brings into effect in the United Kingdom the provisions of Directive 2003/59/EC of the European Union.
- B The Department of the Environment is the competent authority for the administration of the Taxi licensing scheme as outlined in the Taxi Drivers' Licences Regulations (Northern Ireland) 2014.
- C A key part of the Driver CPC and Taxi licensing schemes is the delivery of training to most professional Large Goods Vehicle (LGV) and Passenger Carrying Vehicle (PCV) and Taxi drivers via approved periodic training

courses delivered by Approved Training Centres. The Agencies are responsible for the approval and Quality Assurance of training courses and centres.

- D The Secretary of State is the competent authority responsible for oversight of the DDR in England and Scotland as per the rehabilitation courses (relevant drink offences) regulations 2012
- E The Approval Body has agreed to provide the Services (as defined below and on the terms and conditions set out in this Agreement) to the Agencies on a not for profit basis.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement the following expressions shall have the following meanings:

"Agencies Representatives" means the person or persons appointed by the Agencies and notified to the Approval Body in writing from time to time to act as the Agencies Representative under this Agreement pursuant to clause 3.1;

"Agreement" means this agreement (including its schedules);

"Approval Body Personnel" means persons employed or engaged by the Approval Body including its employees, officers, agents, individuals seconded to the Approval Body, sub-contractors, or any of the aforesaid for the purposes of or in connection with this Agreement;

"Approval Body Representative" means such person as the Approval Body may appoint and notify to the Agencies in writing from time to time to act as Approval Body's Representative pursuant to clause 3.2;

"Approval Administration Fee" means the fee payable by the Agencies to the Approval Body per training course or training centre processed and recommended for approval/refusal in the amount set out in part 2 of schedule 3d

"Approval Process" means receiving applications for approval for training centres and training courses, acknowledging the application, receiving and processing the relevant payment, requesting further information where appropriate, risk assessing, recommending approval or refusal of each application to the Agencies and communicating the outcome of the application to the centre within the timelines specified..

"Approved Training Centre" means a training centre which is approved for the purposes of the EU Directive;

"Auditors" means the Agencies Auditors (internal and external)

"Business Plan" means the statement of the aims and objectives of the parties to this agreement in relation to the Services to be provided including annual financial projections and a Business Plan agreed for each Contract Year in the Contract Period as may be varied from time to time by agreement in writing between the Agencies and the Approval Body;

"Change in Law" means the coming into effect after the date of this Agreement of any Law:

- (i) in a draft Bill as part of a Government Departmental Consultation Paper;
- (ii) in a Bill;
- (iii) in a draft statutory instrument; or
- (iv) as a proposal in the Official Journal of the European Communities;

"Competent Authority" means the Secretary of State for Transport in relation to Great Britain and the Department of the Environment in relation to Northern Ireland;

"Confidential Information" means all Personal Data and any information, however it is conveyed, relating to the business, affairs, development, trade secrets, know-how, personnel and suppliers of each party, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"Contract Month" means a calendar month in any Contract Year;

"Contract Period" means the period of one Contract Year from the Effective Date during which the Approval Body or its Sub-Contractors will perform the Services;

"Contract Year" means a period of 12 months commencing on 1 April.

"Control" has the meaning given by section 840 Income and Corporation Taxes Act 1988;

"Correspondence" means all postal, faxed or email communication and telephone enquiries or complaints.

"Customer" means training centres and drivers.

"Default" means any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter

of this agreement and in respect of which such party is liable to the other;

“DDR” means Drink Drive Rehabilitation

"Dispute Resolution Procedure" means the procedure for the resolution of disputes set out in clause 28;

"DPA" means the Data Protection Act 1998 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

"Driver CPC" means the Driver Certificate of Professional Competence;

“Driver CPC R&E” means the DVSA Driver CPC Recording and Evidencing database which is the database that records Approved Training Centres and courses. The Driver CPC R&E database is also the record of periodic training hours completed.

"DVSA" means The Driver and Vehicle Standards Agency;

"DVA" means the Driver & Vehicle Agency;

"Effective Date" means the 1 April 2012;

"Employee Liabilities" means all claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for age, sex, race or disability discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, claims as consequence of accident or injury, and any claims (whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or

investigation (including any investigation by the Equal Opportunities Commission, the Disability Rights Commission, or the Commission for Racial Equality or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation), and any legal costs and expenses;

"Environmental Information Regulations" means the Environmental Regulations 2004 (as amended);

"EU" means the European Union;

"EU Directive" means the EU Directive 2003/59/EC

"Exit Provisions" means the provisions to apply on termination or expiry of the Agreement set out in clause 12

"Expert" means an international or national recognised accounting firm as may be agreed by the parties or, in the absence of agreement appointed on the application of either of the parties by the president for the time being of the Institute of Chartered Accountants;

"Expiry Date" means 31 March 2020;

"Fees" means the fees which are payable by training centres for the provision of the services as set out in part 1 of schedule 3d as may be amended from time to time by the Agencies;

"Fees Income" means the income directly derived from or in respect of the provision of the Services;

"Fees Regulations" means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004;

"Financial Year" means the Agencies' financial year from 1 April to 31 March

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

"Information" has the meaning given under section 84 of the Freedom of Information Act 2000;

"Insolvency Event" means the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity:

- (a) the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved;
- (b) the appointment of an administrator of or, the making of an administration order in relation to the entity or the appointment of a receiver or administrative receiver of, or an encumbrance taking possession of or selling, the whole or part of the entities undertaking, assets, rights or revenues;
- (c) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors;
- (d) the entity being unable to pay its debts or being deemed unable to pay its debt within the meaning of section 123 of the Insolvency Act 1986;

"Intellectual Property Rights" means patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights and design rights, semiconductor topography rights, trade marks, service marks, logos, domain names,

business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off and all intellectual property rights of a similar or corresponding character which may now or in the future subsist;

"Law" means any provision of an EC Treaty or of any EC regulation, any Act of Parliament or any regulation, rule or order made pursuant thereto or any regulation or bye-law of any local authority or under and pursuant to any notices served under any enactment, rule, order, regulation or bye-law relating to the provision of the Services;

"Material" means all marketing material, brochures, drawings, reports, calculations, details, programmes, plans, technical information, schedules or other documents or recorded information whatsoever, whether stored electronically or otherwise, prepared or produced by the Approval Body in relation to the Services or provided to the Approval Body by the Agencies;

"Material Default" means a Default which:

- (a) leads to a substantial disruption to the provision of Services; or
- (b) results in the Agencies incurring significant liability not provided for in the Business Plan;

"Normal Business Hours" means 9.00am – 5.00pm on any Working Day.

"Performance Requirements" means the performance required set out in schedules 1-8

"Performance Standards" means the target levels of performance required to be achieved set out in schedule 9

"Personal Data" means personal data as defined in the Data Protection Act 1998 which is supplied to one party by the other or obtained by one party from the other in the course of performing their obligations under this Agreement;

"Quality Assurance" means audits to Approved Training Centres and courses in line with agreed quality assurance strategy to include all or any of the following:

- a) visits by the Approval Body in line with the approval requirements of the EU Directive.
- b) unannounced compliance visits to centres and courses by the Competent Authority
- c) unannounced course visits on behalf of the Competent Authority.

"Quality Assurance Fee" means the fees paid by the Agencies to the Approval Body for Quality Assurance visits undertaken in the amount set out in Part 3 of Schedule 3d

"Regulations" means the Vehicle Drivers (Certificates of Professional Competence) Regulations 2007 as amended;

"Replacement Services" means any services which are substantially similar to any of the Services and which the Agencies receive in substitution for any of the Services following the termination of this Agreement, whether the Services are provided by the Agencies internally and/or by any third party;

"Request for Information" shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant;

"SAFED" means Safe and Fuel Efficient Driving. The SAFED brand is a registered trademark of the Department for Transport.

"Services Agreement Variation Request" means a written request to alter the Services as described in clause 6;

"Services" means the administration of all aspects of the process required for granting approval to training centres and training courses for the purposes of delivering periodic training for Driver CPC and all aspects of the quality assurance of centres and courses for Driver CPC on behalf of the Competent Authority in accordance with the terms of this Agreement including the Agencies' service requirements and standards specified in the schedule overview and schedules 1-9

"Staff Transfer" means the transfer of employees pursuant to the TUPE Regulations;

"Sub-contractor" means any person to whom the Approval Body enters into a sub-contract in relation to the Services or its servants or agents and any third party with whom that third party enters into a sub-contract in relation to the Services or its servants or agents;

"Successor Supplier" means the provider of the Services on termination of this Agreement who succeeds Approval Body whether that successor is a third party or the Agencies acting in-house;

"Term" means the period commencing on the Effective Date and ending on the expiry of the Contract Period or on earlier termination of this Agreement;

"Termination Date" means the date of early termination of this Agreement in accordance with its terms;

"Termination Notice" means a notice to terminate this Agreement either immediately or at a date specified in the notice;

"Transferring Personnel" means any person engaged by or on behalf of the Approval Body (as the case may be) wholly or mainly in the provision of the Services immediately prior to the date on which

the Approval Body's obligation to provide the Services under this Agreement ceases;

"TUPE Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006; and

"Working Day" means a day (other than Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In this Agreement (unless the context otherwise requires):

1.2.1 the words "including", "include", "for example", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words which precede them;

1.2.2 reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;

1.2.3 words importing the singular shall include the plural and vice versa;

1.2.4 the headings, index and front sheet are all for reference only and shall not affect its interpretation;

1.2.5 references to clauses or schedules in this Agreement are, unless otherwise provided, references to the clauses of or schedules to this Agreement;

1.2.6 any reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it;

1.2.7 references to a person shall be construed to include that person's assigns or transferees.

2. CONTRACT PERIOD

The Contract Period is from the Effective Date through to the Expiry Date.

3. REPRESENTATIVES AND CO-OPERATION

3.1 Representatives of the Agencies

3.1.1 The Agencies Representative(s) shall exercise the functions and powers of the Agencies in relation to this Agreement which are identified in this Agreement as functions or powers to be carried out by the Agencies Representative(s). The Agencies Representative(s) shall also exercise such other functions and powers of the Agencies under this Agreement as may be notified to the Approval Body from time to time.

3.1.2 The Agencies may, by notice to the Approval Body, change the Agencies Representative(s). Such change shall have effect on the date specified in the written notice (which date shall, other than in the case of emergency, be such date as will not cause material inconvenience to the Approval Body in the execution of its obligations under this Agreement).

3.1.3 During any period when no Agencies Representative(s) have been appointed or where all or any of the Agencies Representative(s) are unable through illness, incapacity or any other reason whatsoever to carry out or exercise his functions under this Agreement the Agencies shall carry out the functions which would otherwise be performed by the Agencies Representative(s).

3.2 Representative of the Approval Body

3.2.1 The Approval Body Representative shall have full authority to act on behalf of the Approval Body for all purposes of this Agreement. Except as previously notified in writing before such act by the Approval Body to the Agencies, the Agencies and the Agencies Representative(s) shall be entitled to treat any act of the Approval Body Representative(s) in connection with this Agreement as being expressly authorised by the Approval Body and the Agencies and the Agencies Representative(s) shall not be required to determine whether any express authority has in fact been given.

3.2.2 The Approval Body may, by notice to the Agencies, change the Approval Body Representative. Where the Approval Body wishes to do so it shall by written notice to the Agencies propose a substitute for approval, taking account of the need for liaison and continuity in respect of this Agreement. Such appointment shall be subject to the approval of the Agencies (not to be unreasonably withheld or delayed).

3.3 Approval by the Agencies

Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Agencies, shall unless otherwise expressly stated in this Agreement, relieve the Approval Body of its obligations under this Agreement or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgment or knowledge.

4. GENERAL WARRANTIES AND INDEMNITIES

4.1 The Approval Body warrants and represents to the Agencies that on the date hereof:

4.1.1 it has the corporate power to enter into and to exercise its rights and perform its obligations under this Agreement;

4.1.2 all action necessary on its part to authorise the execution of and the performance of its obligations under this Agreement has been taken;

4.1.3 the obligations expressed to be assumed by it under this Agreement will be legal, valid, binding and enforceable to the extent permitted by law and is or will be in the proper form for enforcement in Great Britain and Northern Ireland;

4.1.4 the execution, delivery and performance by it of this Agreement does not contravene any provision of:

4.1.4.1 any existing law either in force, or enacted but not yet in force binding on it;

4.1.4.2 the Memorandum and Articles of Association of the Approval Body;

4.1.4.3 any order or decree of any court or arbitrator which is binding on it; or

4.1.4.4 any obligation which is binding upon it or upon any of its assets or revenues;

4.1.5 no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Approval Body, pending or threatened against it or any of its assets

which will or might have a material adverse effect on the ability of it to perform its obligations under this Agreement;

4.1.6 it is not to the best of its knowledge the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on its ability to perform its obligations under this Agreement;

4.1.7 no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Approval Body threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues,

and the Agencies rely upon such warranties and representations.

4.2 The Approval Body undertakes with the Agencies that for so long as this Agreement remains in full force:

4.2.1 it shall notify the Agencies in writing if it becomes aware of any matter which would be a breach of the warranties in clauses 4.1.5 to 4.1.7 if such warranties were to be repeated;

4.2.2 it will not undertake the performance of its obligations under this Agreement for the provision of the Services otherwise than through itself and/or any Subcontractor.

4.3 All warranties, representations, undertakings, indemnities and other obligations made, given or undertaken by the Approval Body in this Agreement are cumulative and none shall be given a limited construction by reference to any other.

5. LIMITATIONS ON LIABILITY

5.1 No party to this Agreement limits its liability for:

5.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors (as applicable); or

5.1.2 fraud or fraudulent misrepresentation by it or its employees; or

5.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

5.2 Subject to clauses 5.1, the Approval Body's total aggregate liability:

5.2.1 in respect of the indemnities in clause 9 shall in no event exceed £1,000,000 (subject to indexation);

5.2.2 for all loss of or damage to property or assets of the Agencies caused by Approval Body's Default shall in no event exceed £1,000,000 (subject to indexation);

5.2.3 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement shall in no event exceed £1,000,000 (subject to indexation).

5.3 Subject to clause 5.1, the Agencies total aggregate liability:

5.3.1 for all Defaults by the Agencies resulting in loss of or damage to the property or assets (including technical infrastructure, assets or equipment) of the Approval Body shall in no event exceed £1,000,000; and

- 5.3.2 in respect of all other Defaults by the Agencies shall in no event exceed the annual fees payable under the Service Agreement.
- 5.4 Subject to clauses 5.1 and 5.5, neither party will be liable to the other party for:
 - 5.4.1 any indirect, special or consequential loss or damage;
 - 5.4.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect); or
 - 5.4.3 any professional fees or disbursements in connection with clause 5.4.1 and 5.4.2.
- 5.5 Subject to clause 5.2 the Agencies may, amongst other things, recover as a direct loss:
 - 5.5.1 any reasonable additional operational and/or administrative costs and expenses arising from the Approval Body's Default;
 - 5.5.2 any wasted expenditure or reasonable charges rendered unnecessary and/or incurred by the Agencies arising from the Approval Body's Default;
 - 5.5.3 the additional reasonable costs of procuring Replacement Services for the remainder of the Contract Period.
- 5.6 The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 5 is held to be invalid under any Law, it will be deemed omitted to that extent, and if any party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this clause 5.

- 5.7 Nothing in this clause 5 shall act to reduce or affect a party's general duty to mitigate its loss.

6. CHANGES TO THE SERVICES

- 6.1 The Agencies may without invalidating this Agreement request an addition to or omission from or other change in the Services by issuing to the Approval Body a Services Agreement Variation Request.

- 6.2 On receipt by the Approval Body of a Services Agreement Variation Request the Approval Body shall provide the Agencies within 10 Working Days of the date of the Services Agreement Variation Request (or such other period as may be agreed):

6.2.1 a reasonable estimate of the increase or reduction to the Approval Fee or Quality Assurance Fee which it believes would occur as a result of the change set out in the Service Agreement Variation Request together with a reasonably detailed breakdown of the manner in which such estimate was calculated;

6.2.2 if such change cannot reasonably be implemented immediately, the time which it reasonably requires to implement such change; and

6.2.3 an analysis of the likely impact such change shall have on the performance of the other Services.

- 6.3 The Approval Body shall promptly provide to the Agencies all additional information which the Agencies may request, including further estimates in respect of the matters set out in clauses 6.2.1 and 6.2.2 to assist the Agencies in evaluating the benefit of any proposed change.

- 6.4 Subject to clauses 6.5 and 6.6, if the parties agree to proceed with a change proposed by one or both of them the Agencies shall arrange

for the Services Agreement Variation Request to be signed by the Agencies Representatives and the Approval Body Representative and a copy will be passed to the Approval Body. The Approval Body shall then implement the proposed change in accordance with the Services Agreement Variation Request.

6.5 Any change in the Services necessitated by any Change in Law shall be deemed to be a change for the purposes of this clause 6 which shall apply with the necessary changes and provided that the Approval Body shall not be entitled to object to any proposed changes to the Services required by the Change in Law.

6.6 Subject to clause 6.5, any disputes arising in relation to a Services Agreement Variation Request shall be referred for determination pursuant to clause 28.

7. ASSIGNMENT AND SUBCONTRACTORS

7.1 Subject to the provisions of clause 7.2, the Approval Body shall not be entitled to assign, sub-contract, novate, or otherwise dispose of its rights and obligations under this Agreement (whether in whole or in part) without the prior written consent of the Agencies.

7.2 The Approval Body shall be responsible for the acts, defaults or omissions of any subcontractor, its employees, secondees or agents in all respects as if they were the acts, defaults or neglects of the Approval Body.

8. INTELLECTUAL PROPERTY

8.1 All Intellectual Property Rights belonging to a party or to its licensor prior to signing of this Agreement shall remain vested in that party or their respective licensors.

8.2 All Intellectual Property Rights in a party's logos trade marks and brands shall not be used by another party for any purpose without the

first party's prior written consent and then only if used in compliance with the first party's brand guidelines.

- 8.3 All Intellectual Property Rights created by the Approval Body in the Material during the course of its provision of the Services shall belong to the Agencies.
- 8.4 The Approval Body shall indemnify and keep indemnified at all times the Agencies against any claim that the Intellectual Property Rights created by the Approval Body in the Material infringe the Intellectual Property Rights of any third party and in relation to any infringement of the Agencies Intellectual Property Rights arising by reason of any act or omission of the Approval Body or any employee, agent, affiliate or sub-contractor of the Approval Body.

9. EMPLOYMENT

- 9.1 The parties believe that the provision of the Services under this Agreement will not result in a Staff Transfer from the Agencies to the Approval Body.
- 9.2 The Approval Body acknowledges that it shall at all times during the Term of this Agreement be the employer of the Approval Body Personnel and shall procure that any of its sub-contractors will perform and discharge all obligations in respect of all relevant Approval Body Personnel.
- 9.3 The Approval Body shall indemnify and keep indemnified the Agencies and any Successor Supplier in relation to:
 - 9.3.1 any Employee Liabilities arising from any act or omission by the Approval Body or any of its Sub-contractors or any Approval Body Personnel;
 - 9.3.2 any Employee Liabilities in respect of all emoluments and other sums payable by the Approval Body to the

Approval Body Personnel (including holiday pay, tax and national insurance contributions); and

9.3.3 all Employee Liabilities incurred by or awarded against the Agencies in connection with the acts or omissions of:

9.3.3.1 the Approval Body Personnel; or

9.3.3.2 the Approval Body or the Sub-contractors of the Approval Body in their dealings with the employees of the Agencies or its sub-contractors.

9.4 The Approval Body shall, and shall procure that its Sub-Contractors shall:

9.4.1 comply with local laws in the employment, engagement or termination of employment of any Approval Body Personnel who undertake any work in connection with Services; and

9.4.2 not victimise, harass or unlawfully discriminate against any Approval Body Personnel or any employee of the Agencies or its Sub-contractors or any applicant for employment on grounds of their gender, race, disability, religion, belief, sexual orientation, part-time status, fixed-term status, or for any other unlawful reason. This provision applies, but is not limited to, employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation, and selection for training.

9.5 The Approval Body shall on request provide written details of all Approval Body Personnel (including levels of experience, training record and other relevant information) who, at the time of such

request, spend more than 50 per cent of their time engaged in providing the Services.

- 9.6 The Approval Body will be fully responsible for the management (including HR management) of all the Approval Body Personnel and the acts and omissions of the Approval Body and all Sub-contractors in the provision of the Services.
- 9.7 In the event that the Approval Body or a Sub-contractor removes any Approval Personnel from the Services because of suspected or actual dishonesty or criminal behaviour, the Approval Body shall inform the Agencies in writing of such concerns.

Application of the TUPE regulations on termination

- 9.8 The Approval Body will procure that the Sub-contractors will, comply with the TUPE Regulations insofar as they apply or may apply at any time to transfer the employment of any person from them or to them as a consequence of the termination or expiry of this Agreement.
- 9.9 Other than where the Services are no longer performed and cease, the parties believe that the termination or expiry of this Agreement (for whatever reason) may result in a Staff Transfer from the Approval Body to the Successor Supplier.
- 9.10 If there is a Staff Transfer from the Approval Body to the Successor Supplier as a result of the termination or expiry of this Agreement, the Approval Body shall indemnify and keep indemnified the Successor Supplier(s) in full if the Successor Supplier(s) suffers any Employee Liabilities as a result of:
 - 9.10.1 the termination by the Approval Body of the employment of any of the Approval Body Personnel;
 - 9.10.2 anything done or omitted to be done by the Approval Body in respect of the Approval Body Personnel which is

deemed to have been done by the Successor Supplier by virtue of the TUPE Regulations;

9.10.3 any failure by the Approval Body to perform their statutory duty to inform and consult in accordance with the TUPE Regulations; or

9.10.4 any claim by any employee (other than any of the Approval Body Personnel) of the Approval Body or any Sub-contractor that they should have been transferred to the Successor Supplier at any time by virtue of the TUPE Regulations.

9.11 The Approval Body shall warrant the accuracy of Staffing Information (at the time such information is provided to the Agencies) provided under clause 9.12 below, and that no person (other than those named in such Staffing Information as likely to transfer under the TUPE Regulations) will so transfer.

Staffing information

9.12 During the period of six months preceding the termination of the Approval Body's provision of the Services (for whatever reason), or (if less than six months) the period after the Agencies have given notice to terminate some or all of the Services under this Agreement, or at any other time as requested by the Agencies for the purpose of inviting tenders, the Approval Body shall, and shall procure that its Sub-contractors shall, within 20 Working Days of being so requested by the Agencies provide:

9.12.1 a full list of Approval Body Personnel wholly or mainly assigned to the relevant Services ("**Assigned Personnel**");

9.12.2 an indication of which (if any) of the Assigned Personnel which the Approval Body would expect to

transfer under the TUPE Regulations in the event of the forthcoming termination of the provision of Services;

9.12.3 all material terms and conditions relating to the employment or engagement of the Assigned Personnel, including as to pensions and collective agreements;

9.12.4 details of all grievance and disciplinary procedures invoked by Assigned Personnel in circumstances where the Employment Act 2002 (Dispute Resolutions) Regulations 2004 apply (in the case of Great Britain) or the Employment (Northern Ireland) Order 2003 (Dispute Resolution) Regulations (Northern Ireland) 2004 apply (in the case of Northern Ireland) within the previous two years;

9.12.5 details of all actual and threatened litigation by Assigned Personnel apply within the previous two years;

9.12.6 all non-contractual benefits of Assigned Personnel;

9.12.7 written job descriptions of all Assigned Personnel;

9.12.8 the length of service and contractual notice periods of all Assigned Personnel;

9.12.9 a list of all other Approval Body Personnel who were engaged during the preceding six months in the provision of Services in any material way, together with details of their roles and an explanation of why the Approval Body does not consider that they would transfer under the TUPE Regulations (for example because the Approval Body does not consider that the TUPE Regulations would apply at all or to them);

such information together being "**Staffing Information**".

- 9.13 Where Staffing Information has been provided in accordance with clause 9.12 and the Approval Body makes or becomes aware of any changes or discovers any new information the Approval Body shall notify the Agencies as soon as reasonably practicable of any such change or discovery.
- 9.14 The Approval Body shall use its best endeavours to ensure that the Staffing Information is complete and accurate in all respects and shall be kept complete and accurate in accordance with clause 9.12 above.
- 9.15 For the avoidance of doubt, the Approval Body confirms that the Agencies shall be permitted to copy Staffing Information to any person who has been invited to tender for the provision of Services (or similar services), and to any Successor Supplier.
- 9.16 The Approval Body shall not (and shall procure that its Sub-contractors shall not) at any time after the Agencies have notified them of their intended termination of the Approval Body's provision of some or all of the Services do any of the following things without the prior written consent of the Agencies:
- 9.16.1 vary, or purport or promise to vary, the terms and conditions (as amended from time-to-time) of employment of any Approval Body Personnel (including any promise to make any additional payment or provide any additional benefit save in the ordinary and proper course of business); or
 - 9.16.2 give notice to terminate or terminate the employment of any Approval Body Personnel; or
 - 9.16.3 recruit or assign to the Services any new Approval Body Personnel save as to replace any Approval Body Personnel who cease to be employed by the Approval Body or who is promoted during the ordinary course of

business in which event such replacement shall be engaged on no more favourable terms and conditions of employment than the Approval Body Personnel they replace; or

9.16.4 save in the ordinary and proper course of business, assign away from the Services any Approval Body Personnel; or

9.16.5 increase, to a significant degree, the proportion of working time spent on the relevant Services by any of the Approval Body Personnel.

9.17 The Approval Body will promptly notify the Agencies if any Approval Body Personnel gives notice to terminate their employment.

10. TERMINATION RIGHTS

Termination for Cause by the Agencies

10.1 The Agencies may terminate this Agreement by giving written notice of termination to the Approval Body if one or more of the circumstances set out in clause 10.3 exist.

10.2 Where the Agencies are terminating this Agreement for a Material Default it may rely on a single Material Default or on a number of Defaults or repeated Defaults that taken together constitute a Material Default.

10.3 Where a Material Default is capable of remedy the Approval Body shall have 30 days following notification from the Agencies to remedy such Material Default. If the Approval Body fail to remedy such Material Default termination shall occur on expiry of the 30 day period. Where the Agencies are terminating this Agreement under clause 10.3.1.3 termination shall be effective on service by the Agencies of its notice of termination.

10.3.1 The circumstances giving rise to the Agencies' right to terminate are:

10.3.1.1 the Approval Body being in Material Default which it has failed to remedy in accordance with this clause 10.3;

10.3.1.2 the Approval Body committing a Material Default of this Agreement which is in the reasonable opinion of the Agencies irremediable;

10.3.1.3 an Insolvency Event affecting the Approval Body occurs.

10.4 The rights of the Agencies (to terminate or otherwise) under this clause 10 are in addition (and without prejudice) to any statutory termination rights of the Agencies (including but not limited to any rights under the Regulations) or any other right or remedy which the Agencies may have to claim the amount of loss or damage suffered by the Agencies on account of the acts or omissions of the Approval Body (or to take any action other than termination of this Agreement).

11. CONSEQUENCES OF TERMINATION

11.1 Following the service of a Termination Notice for any reason the Approval Body shall continue to be under an obligation to provide the Services to the required Performance Standards and to ensure that there is no degradation in the standards of the Services until the date of the termination.

11.2 In the event of termination or expiry, the Approval Body shall:

11.2.1 at the direction of the Agencies:

11.2.1.1 provide the Agencies and/or the Successor Supplier with a complete and

uncorrupted version of all information which the Approval Body holds on behalf of the Agencies in relation to the Services in electronic form in a format and on media agreed with the Agencies and/or the Successor Supplier; and

11.2.1.2 on the earlier of the receipt of the Agencies' written instructions or after the expiry of the period set out in paragraph 8.7 of schedule 8, destroy all copies of such information;

11.2.2 comply with their obligations contained in the Exit Provisions.

11.3 The provisions of clauses 11, 13, 17, 18, and 28 shall survive the termination or expiry of this Agreement.

12. EXIT PROVISIONS

12.1 during the period of three months prior to termination or expiry of the Agreement, (or such shorter period as may apply under the provisions of this Agreement) the Approval Body will, if so required by the Agencies, ensure that operational knowledge of the Services is transferred to the Agencies or to any Successor Supplier to facilitate the continued provision of the Services. To this end the Approval Body will:

12.1.1 permit the Agencies and/or its Successor Supplier to work shadow and/or observe service delivery and any other reasonable operational activity;

- 12.1.2 allow access by the Agencies and/or its Successor Supplier to operational service documentation and procedures;
 - 12.1.3 provide reasonable access to interview, subject to prior agreement of the scope of the interview, the Approval Body Personnel carrying out and managing Service delivery;
 - 12.1.4 provide the Agencies with copies of all contracts it has entered into in connection with the Services ("**Contracts**"); and
 - 12.1.5 take steps to assign to the Agencies those of the Contracts it wishes to assume.
- 12.2. The provisions of clause 9 (Employment) shall, where applicable, apply to staff in the event of termination or expiry of this Agreement.
- 12.3. The Approval Body will transfer all records relating to its provision of the Services in its possession or control (including all back-up copies) to the Agencies or the Successor Supplier.
- 12.4. The Approval Body will provide all non-confidential operational information reasonably requested by the Agencies during an agreed period prior to expiry/termination of this Agreement to enable the Agencies at their discretion to:
- 12.4.1 run a competitive tender;
 - 12.4.2 make plans for transfer of the service to a Successor Supplier; and/or
 - 12.4.3 make plans to bring the Services in-house.

Such information is provided without prejudice to the right of the Approval Body to participate in the re-tendering process.

13. EXIT MANAGEMENT

13.1 The Agencies and the Approval Body shall comply with the Exit Provisions. Notwithstanding any other provision of this Agreement the Agencies shall have the rights set out in the Exit Provisions:

13.1.1 if an Insolvency Event occurs, the Agencies' rights under the Exit Provisions shall be exercisable by the Agencies at any time before the winding up of the Approval Body or any other consequence of the occurrence of those events, including the appointment of a liquidator, receiver, manager or administrator;

13.1.2 in the event of termination of this Agreement for any reason; and/or

13.1.3 upon the expiry of this Agreement.

13.2 Unless the Agencies otherwise require, during the time between service of a notice of termination of this Agreement, and such termination or exercise taking effect, the Approval Body shall take all steps, which are necessary and consistent with its continuing obligations, to mitigate any losses, costs, liabilities and expenses which the Approval Body may incur as a result of the termination, including to:

13.2.1 cancel all capital and recurring cost commitments in connection with the provision of Services on the most cost-effective terms;

13.2.2 terminate all relevant contracts or the relevant parts of relevant contracts with its Sub-contractors in connection with the provision of Services on the most favourable terms as can be achieved in the particular circumstances, having first ascertained from the Agencies whether such

contracts are required to be transferred to the Agencies or Successor Supplier instead;

13.2.3 reduce labour costs by the redeployment or release of Approval Body Personnel to the extent possible in the circumstances.

13.3 If the Approval Body does not fulfil its obligations in accordance with clause 13.2, the Agencies shall not pay any sums in excess of those which the Agencies would have paid had such action been taken.

14. STEP-IN RIGHTS

14.1 The Agencies may take action under this clause in circumstances where they believe such action is necessary to ensure that the Agencies comply with their statutory obligations.

Action to be taken prior to exercise of the right of step-in

14.2 Before the Agencies exercise their rights of step-in under this clause 14 they shall permit the Approval Body the opportunity to demonstrate to the Agencies' reasonable satisfaction within 10 Working Days that the Approval Body is still able to provide the Services in accordance with the terms of this Agreement and/or remedy the circumstances giving rise to the right to step-in without the requirement for the Agencies to take action.

14.3 If the Agencies are not satisfied with the Approval Body's demonstration pursuant to 14.2, the Agencies may:

14.3.1 where the Agencies considers it expedient to do so, reasonably require the Approval Body by notice in writing to take those steps that the Agencies consider reasonably necessary or expedient to mitigate or rectify the state of affairs giving rising to the Agencies' right to step-in;

- 14.3.2 appoint any person to work with the Approval Body in performing the Services (including those provided by any Sub-contractor); or
 - 14.3.3 take the steps that the Agencies reasonably consider are appropriate to ensure the performance of the Services (including those provided by any Sub-contractor).
- 14.4 The Approval Body shall co-operate fully and in good faith with the Agencies, or any other person appointed in respect of clause 14.3.2, and shall adopt any reasonable methodology in providing the Services recommended by the Agencies or that person.

Exercise of the right of step-in

14.5 If the Approval Body:

- 14.5.1 fails to confirm within 10 Working Days of a notice served pursuant to clause 14.3.1 that it is willing to comply with that notice; or
- 14.5.2 fails to work with a person appointed in accordance with clause 14.3.2; or
- 14.5.3 fails to take the steps notified to it by the Agencies pursuant to clause 14.3.3,

then the Agencies may take action under this clause either themselves or with the assistance of third party contractors.

14.6 If the Agencies take action pursuant to clause 14.5, the Agencies shall serve notice ("**Step-in Notice**") on the Approval Body. The Step-in Notice shall set out the following:

- 14.6.1 that the Agencies wish to take over some or all of the Services;

- 14.6.2 the reason for and the objective of taking the action;
 - 14.6.3 the date they wish to commence the action;
 - 14.6.4 the time period which they believe will be necessary for the action;
 - 14.6.5 to the extent practicable, the effect on the Approval Body and its obligations to provide the Services during the period the action is being taken.
- 14.7 Following service of a Step-in Notice, the Agencies shall:
- 14.7.1 take the action set out in the Step-in Notice and any consequential additional action as they reasonably believe is necessary to achieve (together, the **"Required Action"**);
 - 14.7.2 keep records of the Required Action taken and provide information about the Required Action to the Approval Body;
 - 14.7.3 co-operate wherever reasonable with the Approval Body in order to enable the Approval Body to continue to provide any Services in relation to which the Agencies are not assuming control; and
 - 14.7.4 act reasonably in mitigating the cost that the Approval Body will incur as a result of the exercise of the Agencies' rights under this clause.

14.8 If the Approval Body is not in breach of its obligations under this Agreement, then for so long as and to the extent that the Required Action is taken, and this prevents the Approval Body from providing any part of the Services:

14.8.1 the Approval Body shall be relieved from its obligations to provide such part of the Services; and

14.8.2 the Approval Body shall be entitled to be reimbursed for the costs incurred in respect of the period in which the Agencies are taking the Required Action for those Services which the Approval Body is providing during such period.

14.9 If the Required Action is taken as a result of a breach of the obligations of the Approval Body under this Agreement, then for so long as and to the extent that the Required Action is taken, and this prevents the Approval Body from providing any part of the Services:

14.9.1 the Approval Body shall be relieved of its obligations to carry out such part of the Services.

14.10 Before ceasing to exercise their step in rights under this clause the Agencies shall deliver a written notice to the Approval Body ("**Step-Out Notice**"), specifying:

14.10.1 the Required Action it has actually taken; and

14.10.2 the date on which the Agencies plan to end the Required Action ("**Step-Out Date**") subject to the Agencies being satisfied with the Approval Body's ability to resume the provision of the Services.

15. NOTICES

15.1 Any notice required to be given by a party shall be in writing and service shall be affected either personally when service shall be

deemed effective on delivery, or by first class recorded delivery post when service shall be deemed effective on the day after posting.

15.2 The addresses for service of notices to the Agencies are the addresses specified on page 1 of this Agreement and should be marked for the attention of Head of Procurement of each Agency.

15.3 The Approval Body's address for service of notices is the address specified on page 1 of this Agreement.

16. THIRD PARTIES

The parties hereby confirm that this Agreement shall not and shall not purport to confer on any third party any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

17. FREEDOM OF INFORMATION AND CONFIDENTIALITY

17.1 Duty of confidentiality

17.1.1 The parties agree that the terms of this Agreement shall, subject to clause 17.1.2 below, not be treated as Confidential Information and may be disclosed without restriction.

17.1.2 The parties shall, for the Term of this Agreement and thereafter, keep confidential all Confidential Information received by one party from the other Party relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any Confidential Information.

17.2 Permitted disclosure

Clause 17.1.2 shall not apply to:

- 17.2.1 any disclosure of information that is reasonably required by any person engaged in the performance of their obligations under this Agreement for the performance of those obligations;
- 17.2.2 any matter which a party can demonstrate is already or becomes generally available and in the public domain otherwise than as a result of a breach of this clause 17;
- 17.2.3 any disclosure to enable a determination to be made under the Dispute Resolution Procedure or in connection with a dispute between the Approval Body and any of its subcontractors;
- 17.2.4 any disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction), or pursuant to clause 18 or Parliamentary obligation placed upon the party making the disclosure;
- 17.2.5 any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- 17.2.6 any provision of information to the parties' own professional advisers or insurance advisers;
- 17.2.7 any disclosure by the Agencies, of information relating to the Services and such other information as may be reasonably required for the purpose of conducting a due diligence exercise to, any proposed new contractor, its

advisers and lenders should the Agencies decide to re-tender this Agreement; or

17.2.8 any disclosure of information by the Agencies to an agency of the Government, or their respective advisors or to any person engaged in providing services to the Agencies for any purpose related to or ancillary to this Agreement; and

17.2.9 any disclosure for the purpose of:

17.2.9.1 the examination and certification of the Agencies' or the Approval Body's accounts; or

17.2.9.2 complying with a proper request from either party's insurance adviser, or insurer on placing or renewing any insurance policies; or

17.2.9.3 (without prejudice to the generality of clause 17.2.4 above) compliance with the FOIA and/or the Environmental Information Regulations,

provided that, for the avoidance of doubt, neither clause 17.2.9.3 or clause 17.2.4 (above) shall permit disclosure of Confidential Information otherwise prohibited by clause 17.1.2 above where that information is exempt from disclosure under section 41 of the FOIA,

provided that the provision of this clause 17.2 shall not permit the disclosure of Personal Data other than in accordance with clause 24.

17.3 Obligations preserved

Where disclosure is permitted under clause 17.2 (other than clauses 17.2.2, 17.2.4, 17.2.5 and 17.2.9), the party providing information shall procure that the recipient of the information shall be

subject to the same obligation of confidentiality as that contained in this Agreement.

17.4 Exploitation of information

The Approval Body shall not make use of this Agreement or any information issued or provided by or on behalf of the Agencies in connection with this Agreement otherwise than for the purposes of this Agreement, except with the written consent of the Agencies. However, nothing shall prevent the Approval Body from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Agencies' Confidential Information.

17.5 Expiry

On or before the Expiry Date (or, if earlier, the Termination Date) the Approval Body shall ensure that all documents or computer records in its possession, custody or control, which contain information relating to the provision of the Services, including any documents in the possession, custody or control of a Sub-contractor are delivered up to the Agencies.

17.6 Freedom of Information

17.6.1 The Approval Body acknowledges that the Agencies are subject to the requirements of the FOIA and the Environmental Information Regulations and shall facilitate the Agencies' compliance with its Information disclosure requirements pursuant to the same in the manner provided for in clauses 17.6.2 to 17.6.4 (inclusive) below.

17.6.2 Where the Agencies receive a Request for Information in relation to Information that the Approval Body is holding on their behalf the Agencies shall transfer to the Approval

Body such Request for Information that they receive as soon as practicable and in any event within 5 Working Days of receiving a Request for Information and the Approval Body shall:

17.6.2.1 provide the Agencies with a copy of all such Information in the form that the Agencies require as soon as practicable and in any event within 10 Working Days (or such other period as the Agencies acting reasonably may specify) of the Agencies' request; and

17.6.2.2 provide all necessary assistance as reasonably requested by the Agencies in connection with any such Information, to enable the Agencies to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

17.6.3 Following notification under clause 17.6.2 and up until such time as the Approval Body has provided the Agencies with all the Information specified in clause 17.6.2.1, the Approval Body may make representations to the Agencies as to whether or not or on what basis Information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the information requested, provided always that the Agencies shall be responsible for determining at its absolute discretion:

17.6.3.1 whether the Information is exempt from disclosure under the FOIA and the Environmental Information Regulations; and

17.6.3.2 whether the Information is to be disclosed in response to a Request for Information; and

17.6.3.3 in no event shall the Approval Body respond directly or allow Subcontractors to respond directly to a Request for Information unless expressly authorised to do so by the Agencies.

17.6.4 The Approval Body shall ensure that all Information held on behalf of the Agencies is retained for disclosure for at least seven years (from the date it is acquired) and shall permit the Agencies to inspect such Information as requested from time to time.

17.6.5 The Approval Body shall transfer to the Agencies any Request for Information received by them as soon as practicable and in any event within 2 Working Days of receiving it.

17.6.6 The Approval Body acknowledge that any lists provided by it listing or outlining Confidential Information, are of indicative value only and that the Agencies may nevertheless be obliged to disclose Confidential Information in accordance with clause 17.6.

17.6.7 In the event of a Request for Information from the Agencies pursuant to clause 17.6.2 above, the Approval Body shall as soon as practicable, and in any event within 5 Working Days of receipt of such request, inform the Agencies of the Approval Body's estimated costs of complying with the request to the extent these would be recoverable if incurred by the Agencies under section 12(1) of the FOIA and the Fees Regulations.

Where such costs (either on their own or in conjunction with the Agencies' own such costs in respect of such Request for Information) will exceed the appropriate limit referred to in section 12(1) of the FOIA and as set out in the Fees Regulations, the Agencies shall inform the Approval Body in writing whether or not they still require the Approval Body to comply with the request and where they do require the Approval Body to comply with the request the 10 Working Days period for compliance shall be extended by such number of additional days for compliance as the Agencies are entitled to under section 10 of the FOIA. In such case, the Agencies shall notify the Approval Body of such additional days as soon as practicable after becoming aware of them and shall reimburse the Approval Body for such costs as the Approval Body incurs in complying with the request to the extent they are themselves entitled to reimbursement of such costs in accordance with its own FOIA policy from time to time.

17.6.8 The Approval Body acknowledges that (notwithstanding the provisions of clause 17) the Agencies may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Agencies under part I of the Freedom of Information Act 2000 ("**FOIA Code**"), be obliged under the FOIA or the Environmental Information Regulations to disclose Information concerning the Approval Body :

17.6.8.1 in certain circumstances without consulting with the Approval Body; or

17.6.8.2 following consultation with the Approval Body and having taken its views into account,

provided always that where clause 17.6.8.1 applies, the Agencies shall, in accordance with the recommendations of the FOIA Code, draw this to the attention of the Approval Body prior to any disclosure.

18. AUDIT ACCESS

18.1 The Approval Body shall procure that the Agencies shall be entitled from time to time to arrange for a representative to carry out an audit on the Approval Body's records and accounts insofar as they relate to the Services. The Approval Body shall co-operate fully and in a timely manner with any reasonable request from time to time of any Auditor (whether internal or external) of the Agencies and at the expense of the Approval Body to provide documents, or to procure the provision of documents, relating to the provisions of the Services, and to provide, or to procure the provision of, any oral or written explanation relating to the same.

18.2 Any audit requested will fulfil the following main functions:

18.2.1 provide the information and assurance required for the Agencies' annual reports and accounts;

18.2.2 verify the accuracy and completeness of the actual number of training centres and training courses recommended for approval/refusal each month compared to the number of training centres and training courses declared each month;

18.2.3 verify the accuracy and completeness of the actual number of Quality Assurance visits of Approved Training Centres and courses compared to the number declared each month;

18.2.4 ensure that performance against the specified Performance Requirements and Performance Standards in Schedules 1 - 9 is reported accurately and in accordance with the agreed definitions.

18.3 The Approval Body shall provide such access as is required by the Auditors to complete their audit.

19. NO AGENCY

19.1 Nothing in this Agreement shall be construed as creating a partnership or as a contract of employment between the Agencies and the Approval Body.

19.2 Save as expressly provided otherwise in this Agreement, the Approval Body shall not be, or be deemed to be, an agent of the Agencies and the Approval Body shall not hold itself out as having Agencies or power to bind the Agencies in any way.

20. ENTIRE AGREEMENT

20.1 Except where expressly provided in this Agreement, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

20.2 Each of the parties acknowledges that:

20.2.1 It enters into this Agreement on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made or agreed to by any person (whether a party to this Agreement or not) except those expressly repeated or referred to in this Agreement and

the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be any remedy available under this Agreement; and

20.2.2 this clause shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this Agreement which was induced by fraud, for which the remedies available shall be all those available under the law governing this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this Agreement.

22. WAIVER

No term or provision of this Agreement shall be considered as waived by any party unless a waiver is given in writing by that party and no such waiver shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in that waiver.

23. PUBLIC RELATIONS AND PUBLICITY

The Approval Body shall not by itself, its employees or agents, and shall procure that its sub-contractors shall not, communicate with representatives of the press, television, radio or other communications media on any matter concerning the terms of this Agreement without the prior written approval of the Agencies.

24. DATA PROTECTION AND DATA SECURITY

24.1 In relation to all Personal Data, the Approval Body and any Sub-Contractor shall at all times comply with the DPA if necessary,

including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Services.

24.2 The Approval Body and any Subcontractor shall only undertake processing of Personal Data reasonably required in connection with the Services and shall not transfer any Personal Data to any country or territory outside the European Economic Area.

24.3 The Approval Body shall not disclose Personal Data to any third parties other than:

24.3.1 to employees and subcontractors to whom such disclosure is reasonably necessary in order for the Approval Body to provide the Services; or

24.3.2 to the extent required under a court order,

provided that disclosure under clause 24.3.1 is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this clause 24.3 and that the Approval Body shall give notice in writing to the Agencies of any disclosure of Personal Data which the Approval Body or a Subcontractor is required to make under this clause 24.3.2 immediately upon becoming aware of such a requirement.

24.4 The Approval Body shall bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including to take reasonable steps to ensure the reliability of staff having access to the Personal Data.

24.5 The Agencies may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Approval Body or the Subcontractors referred to in clause 24.4.

Within twenty (20) Working Days of such a request, the Approval Body shall supply written particulars of all such measures detailed to a reasonable level such that the Agencies can determine whether or not, in connection with the Personal Data, it is compliant with the DPA.

24.6 The Approval Body shall indemnify and keep indemnified the Agencies against all losses incurred by them in respect of any breach of clauses 24.1 to 24.5 by the Approval Body and/or any act or omission of any subcontractor which causes the Approval Body to be in breach of clauses 24.1 to 24.5.

25. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

26. CAPACITY

Save as otherwise expressly provided, the obligations of the Agencies under this Agreement, are obligations of the Agencies in their capacity as contracting counterparties and nothing in this Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Agencies in any other capacity, nor shall the exercise by the Agencies of their duties and powers in any other capacity lead to any liability under this Agreement (howsoever arising) on the part of the Agencies to the Approval Body.

27. NO DOUBLE RECOVERY

Notwithstanding any other provisions of this Agreement, neither party shall be entitled to recover compensation or make a claim under this Agreement in respect of any cost and/or loss that it has incurred to the extent that it has already been compensated in respect of that cost and/or loss pursuant to this Agreement or otherwise.

28. GOVERNING LAW AND DISPUTE RESOLUTION

28.1 This Agreement shall be governed by and construed in accordance with English law.

28.2 In the event of any dispute or disagreement arising out of or in connection with this Agreement or any breach thereof ("**Dispute**") either party may serve notice upon the other setting out brief details of the Dispute that has arisen ("**Notice of Dispute**") and the parties shall use their best endeavours to settle such Dispute by good faith negotiation.

28.3 If the Dispute cannot be resolved within 20 Working Days from service of the Notice of Dispute (or such other period as they shall agree in writing) by the senior representatives of the parties then the parties shall submit the Dispute to a neutral advisor appointed by agreement between the parties to assist them in resolving the Dispute upon the following terms:

28.3.1 a party may give written notice to the other parties describing the nature of the dispute requiring the Dispute to be submitted to such a neutral advisor and proposing the names of up to three suitable persons to be appointed. If no such person is appointed by agreement between the parties within 14 Working Days after such notice is given, any of the parties may request the Centre for Dispute Resolution ("**CEDR**") to appoint a neutral advisor;

28.3.2 the parties shall, with the assistance of the neutral advisor appointed in accordance with clause 28.3.1 seek to resolve the Dispute by using an Alternative Dispute Resolution ("**ADR**") procedure agreed between the parties or, in default of such agreement, established by the neutral advisor;

28.3.3 if the parties accept any recommendations made by the neutral advisor or otherwise reach agreement as to the resolution of the Dispute, such agreement shall be recorded in writing and signed by the parties (and, if applicable the neutral advisor), whereupon it shall become binding upon the parties; and

28.3.4 the costs and fees of the neutral advisor, the ADR service provider and any neutral venue shall be borne equally by the parties. The parties shall bear their own costs of all other aspects of the ADR procedures.

28.4 If:

28.4.1 the Dispute has not been resolved to the satisfaction of the parties within 30 Working Days after the appointment of the neutral advisor; or

28.4.2 no notice is served under clause 28.3.1 within 30 Working Days after the Dispute has arisen, or if any party fails or refuses to agree to or participate in the ADR procedure; or

28.4.3 in any event the Dispute is not resolved within 60 Working Days after it has arisen,

then save as provide above the courts of England and Wales shall have exclusive jurisdiction to hear and determine the Dispute or any other claim, dispute or matter of difference which may arise out of or in connection with this Agreement (including without limitation claims for set-off or counterclaim) or the legal relationships established by this Agreement.

THIS AGREEMENT is executed as a deed and delivered on the date stated at the beginning of this deed

Schedule Overview

Schedules of Performance Requirements and Performance Standards to the Services Agreement relating to the Driver Certificate of Professional Competence, Taxi Driver Periodic Training and DDR.

General Performance Requirements & Standards Overview

The Approval Body shall administer all aspects of the process required for recommending to the Agencies whether an application should be granted or refused approval. They shall also administer all aspects of Quality Assurance of training centres, rehabilitation courses and training courses for the purposes of delivering periodic training for Driver CPC, and Taxi Drivers and DDR courses on behalf of the Agencies. The Approval Body shall monitor performance and targets for delivery and take appropriate action, to ensure that performance remains in line with the prescribed Performance Requirements and Performance Standards. The Approval Body shall liaise with the Agencies on all aspects of the Service Agreement.

A high-level summary of the key performance areas follows:

- Schedule 1 – Process hard copy and electronic applications for centre and course approval. Recommend and advise the Agencies via CRM of applications pending approval/refusal with robust information to support the recommendation in accordance with the Performance Requirements and Performance Standards. Ensure appropriate internal audit management checks are in place.
- Schedule 2 - Quality Assurance of Approved Training Centres and courses – develop and maintain a suitable Quality Assurance programme of Approved Training Centres in accordance with risk and the agreed Performance Requirements and Performance Standards. Report Quality Assurance audit and inspection findings to Approved Training Centres and evaluate and summarise key outcomes for the Agencies. Ensure appropriate internal audit arrangements are in place.
- Schedule 3 – Financial arrangements - fee handling and banking arrangements – receive and bank payments. Produce and submit a Business Plan in accordance with the Performance Requirements and Performance Standards.
- Schedule 4 - Data capture and reporting requirements – develop and maintain systems for capturing and collating approval, Quality Assurance, management, financial and Customer-facing performance information and data. Provide monthly, quarterly and annual reports in accordance with agreed Performance Requirements and Performance Standards.
- Schedule 5 - Customer service - provide a service to the customer in accordance with agreed Performance Requirements and Performance Standards. Respond to and resolve all Correspondence in line with the

Agencies' Performance Requirements and Performance Standards.

- Schedule 6 - Administration:
 - General – provide the Services with all reasonable skill, care and diligence in accordance with applicable laws, instructions from the Agencies, relevant codes of practice and the Business Plan.
 - Staffing – recruit and manage suitably qualified and experienced staff, including those with the necessary skills and competencies to recommend the approval/refusal of centres and courses and to support the Quality Assurance audits of all Approved Training Centres and courses in line with the Performance Standards.
 - Business Continuity and Contingency – the Approval Body shall ensure it has adequate plans in line with the Performance Requirements.
 - Governance – the Approval Body shall comply with the Performance Requirements and Performance Standards.
- Schedule 7 - Data Protection and Data Security and Freedom of Information and Confidentiality – the Approval Body shall comply with the Performance Requirements and Performance Standards.
- Schedule 8 - Archiving and data storage – the Approval Body shall retain data in line with the Performance Requirements and Performance Standards.

Schedule 1 – Recommendation of Approval/Refusal of Centres and Courses

Processing Applications

- 1.1 The Approval Body shall be responsible for processing all applications to become an Approved Training Centre.(covering the whole of Great Britain and Northern Ireland) recommend approval/refusal of each application to the Agencies in accordance with the agreed Approval Process and Performance Standards.
- 1.2 The Approval Body shall be responsible for processing all applications seeking approval for periodic training courses, DDR courses and expansions (covering the whole of Great Britain and Northern Ireland) recommend approval/refusal of each application to the Agencies in accordance with the agreed Approval Process and Performance Standards.
- 1.3 The Approval Body shall ensure that all centres are risk-assessed for audit purposes as part of the Approval Process.
- 1.4 All Services provided by the Approval Body as part of the administration of the Approval Process shall be made available in both the English and Welsh languages on request.
- 1.5 The Approval Body shall receive all applications by post, fax or electronically.
- 1.6 The Approval Body shall implement any necessary and reasonable changes to the Approval Process as required by the Agencies. Such changes shall be notified in writing by the Agencies.
- 1.7 The Approval Body shall manage the Approval Process at all times in an efficient and effective manner.
- 1.8 The Approval Body shall publicise any changes to the Approval Process via the website or email, subject to written agreement from the Agencies.

Internal Approval Body administration

- 1.10 The Approval Body shall update the design and content of application forms for the approval of both centres and courses in consultation with the Agencies when necessary.
- 1.11 The Approval Body shall have a system that:
 - 1.11.1 maintains a record of all applications received for training centre, and periodic training and DDR course approval.
 - 1.11.2 maintains a record of all training centres, and periodic training and DDR courses that have been recommended for approval/refusal, including any unique reference number that has been used to identify the centre/course. The unique references will be shared with the

- Agencies via CRM when submitting applications to the Agencies for approval/refusal.
- 1.11.3 produces management information in the agreed format with the Agencies to allow monitoring of performance against Performance Standards.
 - 1.11.4 allows the generation of correspondence on the Agencies' stationery.
 - 1.11.5 permits the use of the Driver CPC logo and Approval Body logo on stationery.
 - 1.11.6 allows for the issue of Driver CPC and relevant logos in accordance with the agreed Approval Process.
- 1.12 The Approval Body shall refer all applications to the Agencies which are not resolved within the agreed Performance Standards with a brief report summarising the application and issues.
 - 1.13 The Approval Body shall be responsible for the provision of any stationery required for the delivery of the Services related to the administration of the Approval Process.
 - 1.14 The Approval Body shall arrange for the details of Approved Training Centres, approved training courses to be made readily available to any interested parties.
 - 1.15 The Approval Body shall have a process to accurately and securely transfer recommendation for approval/refusal data of centres and courses to the Agencies so that after the approval/refusal decision is made it can be input to Driver CPC R&E.
 - 1.16 The Approval Body shall have a process to accurately and securely transfer recommendation for approval/refusal data of centres and courses to the DVA so that after approval/refusal decision is made it can be input to the DVA Taxi internal database.
 - 1.17 The Approval Body shall have a process to monitor and actively manage late uploads of training completed by Approved Training Centres to the Agencies' Driver CPC R&E.
 - 1.18 The Approval Body shall have a process to monitor and actively manage late uploads of training completed by Approved Training Centres to the DVA Taxi internal database.
 - 1.19 The Approval Body shall have a process to monitor and actively manage use of the Agencies' Driver CPC and other relevant logos with support from the Agencies.
 - 1.20 The Approval Body shall review and update the guidance for publication on the Approval Body's website with support from the Agencies annually or when required ensuring that information is accurate and up to date. The Approval

Body will also offer support to the Agencies in reviewing the content held on GOV.UK and NIDirect..

- 1.21 The Approval Body shall ensure that appropriate internal audit arrangements are in place.

Schedule 2 – Quality Assurance of Approved Training Centres and Courses

Planning and Arranging Quality Assurance Visits

- 2.1 All Services provided by the Approval Body as part of the Quality Assurance of Approved Training Centres and courses shall be made available in both the English and Welsh languages.
- 2.2 The Approval Body shall have a system that:
 - 2.2.1 maintains a record of all Quality Assurance visits for Approved Training Centres, periodic training and DDR courses;
 - 2.2.2 maintains a record of all Quality Assurance reports for Approved Training centres, periodic training and DDR courses;
 - 2.2.3 produces management information in the agreed format with the Agencies to allow monitoring of performance against Performance Standards;
- 2.3 The Approval Body shall publicise any changes to the Quality Assurance process via the website or email, subject to written agreement from the Agencies.
- 2.4 The Approval Body shall be responsible for the provision of any stationery required for the delivery of the Services related to the administration of the Quality Assurance process.
- 2.5 The Approval Body shall produce and maintain an internal guide to managing Quality Assurance. It shall also produce information for distribution to centres to include an overview of the purpose and scope of Quality Assurance visits.
- 2.6 The Approval Body shall provide any resource and information that the Agencies may reasonably request in support of these visits.

Conducting Quality Assurance Visits and reporting outcomes and findings

- 2.7 The Approval Body shall be responsible for carrying out Quality Assurance visits to Approved Training Centres, and approved training courses to ensure that they comply and continue to comply with their conditions of approval. Such Quality Assurance visits must comply with the Performance Standards.
- Note:** The Agencies also reserve the right to conduct Quality Assurance visits to Approved Training Centres and approved training courses themselves.
- 2.8 The Approval Body shall have a system for evaluating the performance of Approved Training Centres to identify issues and areas for development the Approved Training Centre must address in line with the agreed Quality Assurance strategy and Performance Standards.
 - 2.9 The Approval Body shall issue a report in the agreed format to each centre following a Quality Assurance visit.

Analysis and evaluation of Quality Assurance outcomes

- 2.10 The Approval Body shall manage an agreed quality assurance strategy in line with Performance Requirements.
- 2.11 The Approval Body shall review and develop the centre and course audit documentation when required and in consultation with the Agencies.
- 2.12 The Approval Body shall review an Approved Training Centre's risk-rating regularly and following a Quality Assurance visit.
- 2.13 The Approval Body shall review, update and implement any reasonable changes to the Quality Assurance process as required by the Agencies. Such changes shall be notified in writing by the Agencies.
- 2.14 The Approval Body shall ensure that the Quality Assurance process is consistent with the agreed strategy.
- 2.15 The Approval Body shall be responsible for collating and maintaining all relevant management information to inform the risk rating of Approved Training Centres and courses.
- 2.16 The Approval Body shall be responsible for analysing and using appropriate management information received from the Agencies and from the Driver CPC R&E database and the Taxi internal database to effectively address any performance issues with Approved Training Centres.
- 2.17 The Approval Body shall monitor the quality of training delivery by analysis of Quality Assurance visits and appropriate and relevant Customer satisfaction surveys.
- 2.18 The Approval Body shall monitor high-risk Approved Training Centres and address performance to reduce risk within agreed time scales.

Schedule 3 – Financial Arrangements

3a Fee Handling and Banking Arrangements

- 3a.1 The Approval Body shall collect fees on behalf of the Agencies and deposit them in a specified account.
- 3a.2 The Approval Body shall accept payment by credit/debit card, cheques, postal orders or any other method agreed with the Agencies and process in accordance with the Performance Standards.
- 3a.3 The Approval Body shall ensure that all fees collected on the Agencies' behalf are properly accounted for. The Approval Body shall ensure proper audit trails and reconciliations are provided to safeguard against loss or interference.
- 3a.4 The Approval Body shall make suitable arrangements for the collection and banking of public funds (fees and other payments to the Agencies which may be directed to the Approval Body from time to time) to ensure that these funds are fully safeguarded.
- 3a.5 The Approval Body shall provide financial information in an agreed format. This shall include details of monies received and banked and estimates of the likely charges to be invoiced for the calendar month. The Approval Body shall design the reconciliation reports in conjunction with the Agencies finance staff. The Approval Body shall ensure that management reports and information are reconciled with financial information.
- 3a.6 The Approval Body shall provide a quarterly forecast of Approval Fees and Quality Assurance Visits Fees for the remainder of the Financial Year/new Financial Year as appropriate.
- 3a.7 In the event of a cheque being returned by the bank marked "Refer to Drawer"; then following notification from the Agencies that this has occurred, the Approval Body shall notify the relevant Approved Training Centre that their approval or approval for a training course has been revoked on behalf of the competent authority. The same action will be taken in respect of similar occurrences with credit/debit card remittances or other forms of promissory note.
- 3a.8 The Approval Body shall be wholly responsible for any losses arising from any fraud or malpractice by its staff or sub-contractors. Proper audit trails shall be provided.
- 3a.9 Where any Fee has been overpaid or if part or all of a Fee has been paid in error, the Approval Body shall notify the Agencies Representatives as soon as reasonably practicable on becoming aware of such incorrect payment or overpayment. The Agencies shall reimburse the applicant for the incorrect payment or overpayment.

3a.10 The Approval Body shall at all times:

- 3a.10.1 maintain a full record of particulars of the costs of performing the Services
- 3a.10.2 upon request by the Agencies, provide a written summary of any of the costs referred to in this schedule 3a.10 including details of any funds held by the Approval Body specifically to cover such costs, in such form and detail as the Agencies may reasonably require to enable the Agencies to monitor the performance by the Approval Body of its obligations under this Agreement
- 3a.10.3 provide such facilities as the Agencies may reasonably require for its representatives to visit any place where the records are held and examine the records maintained, in so far as the records relate to delivery of the Services.

3a.11 The Approval Body shall keep books of account in accordance with best accountancy practice with respect to this Agreement showing in detail:

- 3a.11.1 evidence of subcontractors' expenditure;
- 3a.11.2 administrative overheads;
- 3a.11.3 payments made to subcontractors (if any);
- 3a.11.4 capital expenditure;
- 3a.11.5 all other Operating Costs and such other items as the Agencies may reasonably require from time to time to conduct cost audits for verification of cost expenditure or estimated expenditure, for the purpose of this Agreement.

The Approval Body shall have (and procure that its subcontractors shall have insofar as they relate to the Services) the books of account evidencing the items listed in schedules 3a.11.1 – 3a.11.5 inclusive available for inspection by the Agencies (and its advisers) upon reasonable notice, and shall promptly present a written report of these to the Agencies as and when requested from time to time.

3b Payment of the Approval Administration Fee and Quality Assurance Fee

- 3b.1 The Approval Body shall provide the Agencies with a monthly invoice for the Approval Administration Fees and Quality Assurance Fees due to the Approval Body in accordance with Part 2 and Part 3 respectively of schedule 3d below. This is to be based upon the numbers of Approved Training Centres and duration of training courses recommended for approval/refusal by the Approval Body in the previous month, together with the number of Quality Assurance visits completed by the Approval Body, and is to be substantiated by supporting information to satisfy the Agencies that sums shown in the invoice are correct. The supporting information required shall be agreed with the Agencies. Once such invoice has been accepted by the Agencies the Approval Body shall be paid the fees within seven working days,

subject to the note below. This is not applicable to the fees received for the processing of Taxi periodic training courses.

- 3b.2 The Quality Assurance Fee shall be reviewed at the Quarterly Senior Management Review Meetings referred to in schedule 6d.2 below, and any adjustments or alterations shall be confirmed in accordance with the provisions of this Agreement and with the approval of the Agencies and the Approval Body.

Note The Agencies shall notify the Approval Body not later than 5 Working Days after receipt of an invoice of the amount of the payment made or proposed to be made by the Agencies and the basis on which that amount was calculated. If the Agencies notify the Approval Body in writing that they disagree with the invoice, the parties shall co-operate in good faith to resolve the disagreement as amicably and promptly as possible.

3c Business Plan

- 3c.1 On a yearly basis, the Approval Body will deliver to the Agencies the annual accounts of the Approval Body for the previous year and agrees to ensure that such annual accounts are in a form which shall permit them to be audited by the Auditors if the Agencies so require.

Should the Services Agreement be extended beyond the current Contract Year the Approval Body shall:

- 3c.2 Prepare and submit to the Agencies for their approval an updated Business Plan containing draft financial projections for the upcoming Contract Year and remainder of the Contract Period together with any amendments they propose to the Business Plan in accordance with the Performance Standards.

Note The Agencies shall review the draft Business Plan and notify the Approval Body within fourteen (14) Working Days of receipt of the draft Business Plan whether it accepts that Business Plan. As soon as the Agencies accept the Business Plan it shall automatically become the Business Plan for the relevant Contract Year. In the event that the Agencies do not accept the draft Business Plan, the parties shall negotiate in good faith and use their best endeavours to resolve the differences and to reach an agreement within 21 Working Days of receipt of notice from the Agencies that the draft Business Plan is not agreed. If the parties reach agreement in accordance with this schedule, the agreed Business Plan shall be the Business Plan and any dispute shall be referred for determination pursuant to clause 28, or by agreement between the parties, by the Expert.

- 3c.3 As part of the process for agreeing the Business Plan for the subsequent Contract Year the parties shall meet prior to submission of the Business Plan to review the Fee Income received in the current Contract Year against the Fees paid to the Approval Body.

- 3c.4 If the costs incurred by the Approval Body in that Contract Year exceed the Fees paid to the Approval Body under this agreement then the parties shall discuss whether an adjustment should be made to the Fees. Any adjustment to the Fees shall be at the sole discretion of the Agencies.

3d Fees

Part 1 – Fees payable by the Approved Training Centre to the Agencies.

Fees payable on application:

- 3d.1 persons applying to become an Approved Training Centre will pay a Fee of **XXXX Redacted under FOIA section 43**
- 3d.2 persons applying to have a training course approved will pay a Fee of **XXXX Redacted under FOIA section 43** per hour of each proposed course.
- 3d.3 persons applying to have a DDR course approved will pay a Fee of **XXXX Redacted under FOIA section 43**
- 3d.4 persons applying to deliver DDR courses in a new area **XXXX Redacted under FOIA section 43** for first area and **XXXX Redacted under FOIA section 43** per subsequent area
- 3d.5 persons will pay a Fee of **XXXX Redacted under FOIA section 43** per offender on completion of a DDR course.

Part 2 – Approval Charge payable by the Agencies to the Approval Body per recommendation for approval/refusal of Approved Training Centres and periodic training courses

- 3d.6 Charges payable by the Agencies to the Approval Body per centre recommendation for approval/refusal - **XXXX Redacted under FOIA section 43**
- 3d.7 Charges payable by the Agencies to the Approval Body for periodic training course recommendation for approval/refusal - **XXXX Redacted under FOIA section 43** per hour of course duration.

Part 3 – Quality Assurance Charge payable by the Agencies to the Approval Body

- 3d.8 Fees payable by the Agencies to the Approval Body per Approved Training Centre for the purpose of Quality Assurance visits **XXXX Redacted under FOIA section 43** for a half day or **XXXX Redacted under FOIA section 43** for a full day audit.

Part 3 – Charges payable by DVSA to the Approval Body for DDR.

- 3d.9 Charges payable by the Agency to the Approval Body per centre recommendation for approval/refusal - **XXXX Redacted under FOIA section 43.**
- 3d.10 Charges payable by the Agency to the Approval Body per area expansion recommendation for approval/refusal - **XXXX Redacted under FOIA section 43**
- 3d.11 Charges payable by the Agency to the Approval Body per completion fee - **XXXX Redacted under FOIA section 43.**

Schedule 4 – Performance Reporting and Data Capture

- 4.1 The Approval Body shall develop and maintain systems for capturing and collating approval, management, financial, Quality Assurance, performance, and Customer facing information and data for the Agencies. The data shall be capable of being imported into software packages used by the Agencies, currently Microsoft Office.
- 4.2 The Approval Body shall ensure that all data captured are accurate, complete and held securely at all times.
- 4.3 In order to meet possible future requirements, the Approval Body shall be required to develop systems for the delivery of the Services that are sufficiently flexible to cope with future enhancements/developments, as may be specified by the Agencies from time to time.
- 4.4 The Approval Body shall ensure that sufficient security measures are implemented to prevent unauthorised access to its IT systems and that measures are in place to prevent the introduction and transfer of viruses, etc. Details of these measures shall be supplied to the Agencies on request.
- 4.5 The Approval Body shall ensure that robust back-up and contingency plans are in place for all its IT systems. Details shall be supplied to the Agencies on request.
- 4.6 The Approval Body shall be required to verify that the systems, procedures and internal controls operated either by the Approval Body or by any sub-contractor are adequate, appropriate and effective.
- 4.7 The Approval Body shall provide the Agencies with remote direct access to agreed data. Such access shall allow the Agencies to run pre-defined reports and to enable the Agencies to make an informed decision on approval/refusal of centres and courses.
- 4.8 The Approval Body shall provide management information in monthly performance management reports, monthly quality assurance management reports and quarterly management reports which are to be produced in electronic and hard copy format and electronic copy to be transmitted in Microsoft Office format. These reports shall be delivered to the Agencies in accordance with the Performance Standards. The Approval Body shall provide management information data (monthly, quarterly, and annual figures) on the following in a format and at the frequency agreed with the Agencies:
 - 4.8.1 number of training centres and courses recommended for approval/refusal.
 - 4.8.2 number of applications received but not processed and recommended for approval/refusal within specified Performance Standards (for both centres and courses)

- 4.8.3 number of applications not acknowledged within specified Performance Standards
- 4.8.4 number of training courses approved analysed by subject area
- 4.8.5 number of items of Correspondence received and responded to (including complaints and non-complaints). Detail of actions taken to resolve and any outstanding with reasons
- 4.8.6 number of misuses of the Driver CPC and SAFED logos and details of actions taken to resolve. Number referred to the Agencies' Intellectual Property Manager
- 4.8.7 revised copy of the Approval Body risk register.
- 4.8.8 number of Quality Assurance Visits completed against specified Performance Standards
- 4.8.9 number of centres uploading late to the Agencies' Driver CPC R&E database and details of actions taken to resolve
- 4.8.10 risk rating for all new centres and for all centres with red and red/amber risk status. Include detail of actions taken/planned to reduce risk.
- 4.8.11 proposed Quality Assurance Visit schedule
- 4.8.12 a summary of audit findings categorised by risk.
- 4.8.13 all requested non-compliance reports following Quality Assurance visits
- 4.8.14 summary of performance against the agreed Performance Standards in schedule 9
- 4.8.15 other relevant data agreed between the parties.

Schedule 5 – Customer service, complaints and correspondence

- 5.1 The Approval Body shall monitor and manage Customer service standards and Correspondence in line with the Agencies' policies and procedures and in accordance with agreed Performance Requirements and Performance Standards.
- 5.2 The Approval Body shall answer Correspondence and complaints promptly and courteously and in line with the Performance Standards.
- 5.3 The Approval Body shall provide and advertise a telephone number for use by anyone wishing to enquire about any aspects of the Approval Process for periodic training.
- 5.4 The Approval Body shall provide a dedicated postal address, fax number and email address for all correspondence.
- 5.5 The Approval Body shall ensure that responses to complaints against the Approval Body, their contractors, or regarding the Approval Process have associated evidence to demonstrate that a full and proper investigation of the complaint has been undertaken. They shall also ensure that any complaints relating to Approved Training Centres or periodic training courses are referred to the Agencies immediately upon receipt (or as soon as practical).
- 5.6 The Approval Body shall ensure that an agreed sample of Correspondence sent out to applicants, external organisations and other bodies in response to complaints and enquiries, in relation to the service provided, is quality assured by an accountable member of staff. The Approval Body shall maintain a record of all internal quality assurance checks undertaken.
- 5.7 The Approval Body shall provide the Agencies on a quarterly basis an accurate and complete analysis of complaints received against the Approvals Body and contracted staff or the Approvals Process. The analysis of complaints shall be extracted from a complaints register.
- 5.8 The Approval Body shall provide to the Agencies any information about specific cases or the service in general they reasonably request for the investigation of any complaints referred to the Agencies. In the case of enquiries or complaints from Ministers, Members of Parliament, Members of the Northern Ireland Assembly or the Parliamentary Commissioner for Administration, the times allowed for reply are very short. The Approval Body shall respond immediately to requests for information in such cases.
- 5.9 The Approval Body shall comply with the terms of the Welsh Language Act, 1993, and answer in Welsh any correspondence received in the Welsh language.
- 5.10 The Approval Body shall have a mechanism to cascade messages to all approved training centres as requested by the Agencies when appropriate.

- 5.11 The approval body will provide a suitable mechanism for DDR providers to upload operational statistics, approval areas, completions, and other information as the competent authority may reasonably require.

Schedule 6 – Administration

6a General

- 6a.1 The Approval Body shall provide the Services during the Contract Period:
- 6a.1.1 with reasonable skill care and diligence;
 - 6a.1.2 in a good and workmanlike manner as efficiently and cost effectively as practicable; and
 - 6a.1.3 in accordance with all reasonable instructions of the Agencies and adherence to all relevant Agencies policies and procedures.
- 6a.2 The Approval Body shall in providing the Services, use all reasonable skill, care and diligence to comply with and shall where appropriate procure that all Sub-contractors comply with:
- 6a.2.1 their duties and obligations in accordance with any directly applicable Laws;
 - 6a.2.2 the Approval Process (as the same may be amended from time to time);
 - 6a.2.3 any directly applicable codes of practice, guidance notes and recommendations for the time being in force and approved by the Health and Safety Commission or published by the Health and Safety Executive; and
- 6a.3 The Approval Body shall provide the Services to meet or exceed the Performance Requirements and Performance Standards. The Approval Body shall monitor their performance of the Services against the requirements of this Agreement including the Performance Standards and report these to the Agencies in accordance with Schedule 4. The Agencies may request a reasonable increase in the extent to which this monitoring is conducted if the quality of the Services is materially degraded relative to the Performance Standards in any way.
- 6a.4 The Approval Body shall notify the Agencies, electronically in writing, immediately upon becoming aware of any matter which causes, or appears to be reasonably likely to cause, material disruption to the Services. No such notification shall in any way absolve the Approval Body from the requirement to provide the Services in accordance with the Performance Standards and this Agreement.

6b Staffing

- 6b.1 The Approval Body shall ensure that sufficient suitably qualified staff are available to meet all the operational needs of the Services, including achievement of the Performance Standards and Customer satisfaction targets.

- 6b.2 The Approval Body shall ensure that staff employed in the operation of the Services are capable, competent and suitably qualified.
- 6b.3 The Approval Body shall permit and participate in visits from/to the Agencies in order to foster good working relations with other areas of the Agencies' business.
- 6b.4 The Approval Body shall if requested provide the Agencies with the opportunity to second the Agencies' personnel for periods of time into the Approval Body, with such reciprocal arrangements as agreed by the Agencies' and the Approval Body staff.
- 6b.5 Subject to clause 23, The Approval Body, its employees, agents and any sub-contractors working for the Approval Body shall not communicate with representatives of the press, television, radio or other media on any matter concerning the administration of Driver CPC, Taxi schemes or rehabilitation courses (in particular relating to the Approval Body's responsibilities) without the prior approval of the Agencies.

6c Business Continuity and Contingency

- 6c.1 The Approval Body shall have business contingency plans (BCPs) covering all key elements of the Services, which are capable of being invoked, within timescales to be agreed with the Agencies to facilitate business continuity.
- 6c.2 The Approval Body shall provide the business contingency plans to the Agencies in an electronic format and shall ensure they are kept up to date and reviewed annually.
- 6c.3 The Approval Body shall allow the business contingency plan to be published on the Agencies' Intranet sites.

6d Governance

- 6d.1 The Board of the Approval Body will meet as required, and the Agencies shall each be entitled to nominate a representative to attend, but not vote at such Board meetings.
- 6d.2 Review meetings between the Agencies and the Approval Body shall be scheduled on a regular basis to discuss performance, adherence to the Business Plan, management of periodic training, quality assurance of centres and any other matters relating to the performance of the Services which the parties wish to discuss. The review meetings will be the forum for the review of the relevant management reports. These meetings shall be scheduled as follows:

- Quarterly: Senior Management Review Meeting
- Monthly: Performance and Quality Assurance Management Meetings
- 6 weekly Contract Issues Meeting

6d.3 The monthly meetings shall (unless otherwise agreed):

6d.3.1 take place within one (1) week of the relevant monthly report being issued by the approval body;

6d.3.2 take place at such location and time (within normal business hours) as the Agencies shall reasonably require unless otherwise agreed in advance;

6d.3.3 be attended by nominated representatives of the Approval Body and the Agencies;

6d.3.4 review and agree the content of the monthly performance report at the monthly performance management meeting and review and agree the content of the monthly quality assurance report at the monthly quality assurance management meeting.

6d.4 Parties shall attend monthly and quarterly review meetings at a time and location to suit all parties.

6d.5 The Approval Body shall be responsible for taking full minutes of all review meetings. The minutes once prepared will be circulated by the Approval Body to all attendees of the relevant meeting and any other recipients agreed at the relevant meeting. The minutes of the previous review meeting will be agreed by the relevant representative of the Agencies and the Approval Body.

6d.6 The Agencies shall be entitled to raise any additional questions and/or request any further information regarding any underperformance.

6d.7 In addition to the requirement in Schedule 8 to maintain appropriate documents and records, the Approval Body shall provide to the Agencies such supporting documentation as the Agencies may reasonably require in order to verify the level of the performance of the Approval Body for any specified period.

6d.8 If there shall be any error or omission in the management reports for any Contract Month, the Approval Body and the Agencies shall agree the amendment to the report or, failing agreement, within 10 Working Days of notification of the error or omission, which shall not be made more than two Contract Months following the relevant report.

6d.9 The monthly performance management reports produced by the Approval Body for a Contract Month shall be the source of factual information of performance of the Services for the relevant Contract Month for the purposes of calculating the level of performance.

Schedule 7 – Data Protection, Data Security, Freedom of Information, and Confidentiality

- 7.1 The Approval Body and any sub-contractors acting on its behalf shall as data processor acting on behalf of the Agencies, comply with the Office of Government Commerce (OGC) mandatory data security requirements. These requirements include, but are not limited to, compliance with the Data Protection Act 1998 and the provision of assistance and co-operation to the Agencies in meeting their information disclosure obligations under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

Schedule 8 – Archiving and Data Storage

- 8.1 The Approval Body shall retain the following data in line with the performance standards:
- 8.1.1 name, address and contact details of Approved Training Centres;
 - 8.1.2 name and details of approved training courses;
 - 8.1.3 application forms for training centre approval and for training course approval;
 - 8.1.4 details of recommendation made to the Agencies on approval/refusal
 - 8.1.5 quality assurance reports from Quality Assurance Visits undertaken;
 - 8.1.6 correspondence (to be retained for two years);
 - 8.1.7 all financial records.
- 8.2 Subject to clause 12, at the Expiry Date, if required at the end of the Term, or at any time on request, the Approval Body shall hand over to the Agencies, without charge and within one month of the request being received, all of the data captured in the course of this Agreement, whether such data are held in hard copy, electronic or any other format it being acknowledged that the Agencies will retain ownership of all the data specified in this paragraph and any associated data.
- 8.3 The Approval Body shall not disclose any data acquired in the course of this Agreement to any third party without the approval of the Agencies.
- 8.4 The Approval Body shall ensure that the format in which auditable documents shall be retained by the Approval Body is in electronic or hard copy.
- 8.5 In the event that the Approval Body proposes that data is to be processed or sent out of the EU for storage or for any other purpose approval of the Agencies shall be sought and a safe harbour or equivalent agreement shall be executed.
- 8.6 The Approval Body shall keep appropriate documents and records in relation to the Services being delivered and the other requirements to be satisfied. The records and documents of the Approval Body shall be available for inspection by the Agencies and/or its nominee at any time and the Agencies and/or its nominee may make copies of any such records and documents.
- 8.7 The Approval Body shall retain the records referred to in this Schedule (unless specified otherwise) for a period of at least seven (7) years after the Approval Body's obligations under this Agreement have come to an end.

Schedule 9 – Approval Body Detailed performance Reporting and Performance Standards

KPI	Detail	Critical Factor	Performance Measures
1.	Processing and recommending approval/refusal of centres and courses	An effective and efficient approval process, completed within 15/30 working days from receipt of an application.	<p>All applications for approval to be acknowledged no later than the end of the next working day following receipt.</p> <p>The Approval Process to be completed within 15 working days for all complete and valid applications and within 30 working days for incomplete/invalid applications.</p> <p>No more than 1% of recommendations to be overturned by DVSA/DVA within each financial year.</p> <p>Data uploaded onto the DVSA Recording & Evidencing database is 99% accurate within each calendar month.</p>
2.	Quality Assurance and audit of approved centres and courses	Monitor compliance and raise the quality of Driver CPC, Taxi periodic training and DDR courses.	<p>All Approved Training Centres to receive at least one Quality Assurance visit during the approval period.</p> <p>All Approved Training Centres to receive at least one Quality Assurance visit to an approved course within the centre's approval period prioritised according to risk.</p> <p>1.25% of all courses delivered within each Financial Year to receive at least one Quality Assurance Audit Visit.</p>

Final Version 1.2

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Author:

Last Saved:21 May 2013

Branch: Post Test
Operations

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3.	Financial Arrangements	All payments processed promptly and inline with Agency guidelines.	<p>All remittances to be credited to the agreed DVSA bank account within one week of being received.</p> <p>An invoice of all the Services provided by the 25th working day of each calendar month.</p> <p>Details of the income received by the Approval Body and an estimate of what the Approval Body will charge to DVSA by the 2nd working day of the commencement of each month.</p> <p>Business Plan Produce and submit to the Agencies a Business Plan 65 days before the end of the Contract Year.</p> <p>Deliver to the Agencies audited Annual Accounts for the previous year 60 days before the end of each Contract Year.</p>
4.	Performance reporting and Data capture	Performance is reported accurately and regularly.	<p>Produce agreed monthly performance and monthly quality assurance management reports within 8 working days of the commencement of each month. Provide detailed reports on a quarterly basis that give details of monthly, quarterly and annual performance.</p> <p>All reports to show Driver CPC and Taxi data for DVSA and DVA separately and capture relevant DDR data</p> <p>Each key piece of data submitted to DVSA/DVA is 99% accurate within each calendar month.</p>
5.	Customer service, complaints and correspondence	All Correspondence responded to in line with the Agencies' guidelines. JAUP to operate professionally and effectively.	<p>95% of Correspondence to receive a response within 10 working days.</p> <p>All Correspondence to receive a response within 15 working days.</p> <p>Provide a telephone enquiry service for customers between normal office hours Monday – Friday, excluding public holidays.</p>

			<p>Messages to be cascaded to approved centres at the request of the Agencies by the end of the next working day following the request or as appropriate.</p> <p>Respond to the Agencies and advise accordingly, following any enquiries or complaints from Ministers, Members of Parliament, Members of the Northern Ireland Assembly or the Parliamentary Commissioner for Administration by the end of the next working day,</p> <p>Achieve a rate of 90% Customer satisfaction in terms of Approved Training Centres satisfaction with the Approval Body to be reported annually.</p>
6.	Administration	Administration of the Services to be carried out as efficiently and cost effectively as possible.	Produce and distribute to the Agencies draft minutes of monthly and quarterly performance management meetings for review within 5 working days of the meeting.
7.	Data Protection, Data Security, Freedom of Information, and Confidentiality	Maintain confidential information, comply with DPA, and assist the Agencies to meet FOIA requirements.	<p>Provide within 10 Working Days all information subject to a Request for Information received by the Agencies.</p> <p>Supply within 20 Working Days written particulars of the technical and organisation methods employed by the Approval Body to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data.</p>

VARIATION TO SERVICES AGREEMENT FORM

SERVICES AGREEMENT TITLE: Services Agreement relating to the Driver Certificate of Professional Competence. Dated – 01 April 2012.

SERVICE AGREEMENT NUMBER: DSA04512

SERVICES AGREEMENT VARIATION NUMBER: Variation No. 4

SERVICES AGREEMENT VARIATION TITLE: Introduction of Taxi Periodic Training

SERVICE AGREEMENT REFERENCE:

BETWEEN:

The Secretary of State for Transport and the Department of the Environment acting through The Driver and Vehicle Standards Agency (Great Britain) and The Driver & Vehicle Agency (Northern Ireland) (hereinafter together called “**the Agencies**”) and the Joint Approvals Unit for Periodic Training (hereinafter together called “**the Approval Body**”).

The Services Agreement is varied as follows:

1. See Annex A for full detail of changes made.
2. This variation shall be implemented from 01 July 2015.
3. Words and expressions in this variation shall have the meanings given to them in the Services Agreement.
4. The Services Agreement, shall remain effective and unaltered except as amended by this variation.

Authorised to sign for and on behalf of the Driver & Vehicle Agency

Signature:

Date:

Name in Capitals:

Address:

Authorised to sign for and on behalf of the Joint Approvals Unit for Periodic Training

Signature:

Date:

Name in Capitals:

Address:

Annex A

Background

1. The Driver & Vehicle Agency (DVA) introduced a qualifying process for new taxi drivers from 31 October 2014. This qualifying process will include a taxi driver test, including a theory and practical test, and a periodic training element will be introduced on 1 September 2015.

Taxi drivers who are in possession of a valid taxi licence prior to the introduction of the new qualifying process in October 2014 are considered to have acquired rights and will be exempt from the theory and practical test elements. All drivers must complete the periodic training element of the qualifying process prior to renewing their taxi driver's licence. The duration of which will be 35 hours every 5 years, given in periods of at least 3 ½ hours, at least one period of which must be disability awareness related.

Taxi drivers whose licence expires within the first year after introduction will not be required to have taken any periodic training but will be required to have completed 35 hours on their next renewal. The table below sets out the requirements for those drivers whose taxi licence expires less than five years after the introduction of taxi periodic training.

Table

<i>Date of expiry of taxi driver's licence</i>	<i>Training required</i>
1 September 2015 – 31 August 2016	Nil
1 September 2016 – 31 August 2017	7 Hours
1 September 2017 – 31 August 2018	14 Hours
1 September 2018 – 31 August 2019	21 Hours
1 September 2019 – 31 August 2020	28 Hours
1 September 2020 onwards	35 Hours

Taxi periodic training will incorporate one mandatory topic on disability awareness of 3.5 hours, non mandatory topic areas as set out in Annex B. Training can be completed in blocks of 3.5 hours or multiples there of (e.g 7, 10.5, 14 hours etc) at any time within the licence validity period which is 5 years.

Requirements

2. For DVA Only

- JAUPPT to assist with the design and creation of application forms, supporting documentation and guidance for the approval of taxi periodic training providers and taxi periodic training courses;

- JAUPT to process centre and course application forms and make recommendations for the approval or refusal of taxi training providers and taxi periodic training courses to DVA;
- JAUPT to conduct Quality Assurance of periodic training centres and taxi courses;
- JAUPT to amend/ update the CRM to recognise taxi periodic training centres and courses;
- JAUPT to charge £1,500 for each centre application to deliver taxi periodic training and £36 per hour for each taxi periodic training course.
- **XXXX Redacted under FOIA section 43.**
- Process to be in place for go-live on 1 September 2015

Considerations/ Assumptions

- Current Driver CPC periodic training providers, approved prior to 1 September 2015, will automatically be entitled to act as a taxi periodic training provider on approval of a suitable Taxi Periodic training course;
- Current Driver CPC periodic training providers will not be required to pay an additional fee for centre approval;
- Centre audits, conducted at NI based training providers, will incorporate both Driver CPC and Taxi periodic training elements as required;
- Centre audits should be conducted within the first year of approval with a follow up conducted halfway through the approval period;
- Xx% of all taxi periodic training courses should be audited;
- DVA will upload centre and taxi course approval details onto a DVA internal database;
- Taxi training centres will upload taxi course completion details to the DVA internal database;
- Taxi drivers will be required to complete 35 hours periodic training over a 5 year period in order to retain their taxi licence;
- Taxi periodic training courses must be in blocks of 3.5 hours or any multiple of this figure to a maximum of 35 hours:

- Centre and course approval will follow the same criteria and process as that currently in place for Drivers CPC

VARIATION TO SERVICES AGREEMENT FORM

SERVICES AGREEMENT TITLE: Services Agreement relating to Drink Drive Rehabilitation. Dated – xx September 2017.

SERVICE AGREEMENT NUMBER: ????????

SERVICES AGREEMENT VARIATION NUMBER: Variation No. 5

SERVICES AGREEMENT VARIATION TITLE: Administration of Drink Drive Rehabilitation

SERVICE AGREEMENT REFERENCE:

BETWEEN:

The Services Agreement is varied as follows:

5. See Annex B for full detail of changes made.
6. This variation shall be implemented from 1 October 2017.
7. Words and expressions in this variation shall have the meanings given to them in the Services Agreement.
8. The Services Agreement, shall remain effective and unaltered except as amended by this variation.

Authorised to sign for and on behalf of the Driver & Vehicle Agency

Signature:

Date:

Name in Capitals:

Address:

Authorised to sign for and on behalf of the Joint Approvals Unit for Periodic Training

Signature:

Date:

Name in Capitals:

Address:

ANNEX B

Background

The opportunity for those convicted of relevant drink offences to attend an approved course is derived from recommendations in the Road Traffic Law Review Report (North, P. 1988) and these are reflected in sections 34A to 34C of the Road Traffic Offenders Act 1988 (RTOA) as amended by the Road Safety Act 2006.

The recommendations led to the creation of the DDR scheme. Under DDR, the Driver & Vehicle Standards Agency (DVSA) approves courses on behalf of the Secretary of State (SoS) for the rehabilitation of drivers

Since 1 January 2000, courts throughout Great Britain have had the power to refer a person to an approved DDR course if convicted of a drink-drive related offence under the Road Traffic Act 1988 (RTA), and for which the court has disqualified them from driving for at least 12 months. The relevant sections are:

- 3A - causing death by careless driving when under the influence of drink or drugs
- 4 - driving or being in charge when under the influence of drink or drugs
- 5 - driving or being in charge with excess alcohol
- 7 - failing to provide a specimen

The new section 34A RTOA expands the range of drink-related offences, which fall within DDR and these, are now referred to as 'relevant drink offences'. This new section 34A is, in respect of relevant drink offences, fully in force on 24 June 2013. At the time of sentencing for a relevant drink offence a court may make a referral order, reducing the period of disqualification by not less than three months, and no more than one quarter, of the disqualified period on satisfactory completion of a DDR course.

DDR courses must be approved by the SoS (section 34A(6) RTOA). The courses are intended to offer an educational opportunity to those convicted of relevant drink offences, in order to reduce the likelihood they will reoffend. The approved DDRS courses are not available to those who have committed drug-drive offences.

DDRS Functions

Function	Detail of Function
Appraisals	
Review and recommend course applications within agreed KPI (<i>once every seven years and as required</i>)	Each centre has a course approval, which lasts for 7 years. When these applications expire JAUPPT to review subsequently applications, ensure they meet set criteria and recommend to DVSA for approval/refusal. Review any applications from new providers to join the scheme and recommend to DVSA for approval/refusal
Review and recommend area expansions within agreed KPI (<i>as required, approx once a year</i>)	Centres are able to deliver in specific court areas (link). Providers can apply to expand their “catchment area” if they fulfil certain criteria. JAUPPT to review applications and recommend to DVSA for approval/refusal. Ensure they meet set criteria and recommend to DVSA for approval/refusal.
Manage centre closure within agreed KPI (<i>as required, approx once a year</i>)	Centres sporadically cease trading for a variety of reasons. Under this circumstance, JAUPPT to oversee closure in line with agreed processes and ensuring safe transfer of data to HMCTS in line with closure audit (see below).
Administration	
Statistics (<i>quarterly</i>)	Once a quarter centres return operational stats , which DVSA currently post on Gov.uk. This is a record of referrals and completions across the UK so uptake of the scheme and volumes of specific providers is monitored. JAUPPT to mirror this function on their website and collect, correlate and upload statistics, ensuring they are in line with Fees paid (see below).
Update and maintain Annex A (<i>quarterly</i>)	Once a quarter centres return relevant information to populate Annex A , which DVSA currently post on Gov.uk. JAUPPT to mirror this function on their website.
Find Your nearest (<i>quarterly</i>)	Once a quarter centres to provide up-to-date list of current venues to update the “ Find Your Nearest ” service. JAUPPT to collect, collate and upload venue list to gov.uk via DVSA PC or potentially provide similar function hosted on JAUPPT website.

Record of venues for audit purposes monthly (as required)	Maintain record of venues provided by providers, for audit purposes, in the event of disputes about venue availability.
Collate planned courses, completions and cancellations (monthly)	Centres will provide notification of planned courses and course cancellations prior to the event in order to ensure the audit process can go ahead. JAAPT to keep record of this to support audit process.
Collect fees - applications, completions and expansions (as required)	Centres pay a statutory fee of £7 per completion by a set date each quarter: JAAPT to oversee collection of these fees, establish they match data supplied for completions, and pay into DVSA account. Centres must also pay a fee for applications and area expansions – JAAPT to oversee collection of these fees and pay into DVSA account.
Customer Service & Stakeholder Management	
Enquiries – DDR providers (1 a day, approx)	DDR providers often require advice as to best practice, administration or general guidance on the scheme, maximum group numbers, maximum frequency of courses etc. JAAPT to provide first point of contact and resolve enquiries when possible. If the enquiry requires integration with HMCTS refer to DVSA.
ADDAPT/OMG stakeholder meeting (twice per annum)	ADDAPT are the DDR industry representative group. DVSA currently attend a stakeholder meeting twice per annum to field questions and understand industries concerns. JAAPT to attend this meeting, deliver updates on service and field subsequent enquiries.
Review and update all documentation (once per approval period?)	All DDR related paperwork and templates to be updated in line with JAAPT design principals to deliver required functionality for new processes/technology to deliver benefits for both JAAPT and providers

Duplicate all functions from Gov.uk add functions at JAUP T discretion to improve service and reduce administrative burden (once)	Provide services as details above with potentially added functionality such as: <ul style="list-style-type: none"> • Log in service so providers can manage own on-line accounts (similar to DCPC) • Function for providers to upload own stats etc • Provide service so providers can “promote” courses on JAUP T website(speculative)
Course and Centre Audit	
Provide BAU audit function of DDR courses (1 or 2 per annum per provider depending on their volume)	Observe and provide quality assurance audits of DDR courses, potentially provide audit of full three days? Follow up, complete necessary administrative tasks, if required escalate to DVSA for compliance audit as per DCPC model.
Provide BAU audit function of DDR centres: first visit and follow-up in-line with DCPC processes (once per approval and as required)	Provide quality assurance audit of DDR centres; follow up, complete necessary administrative tasks, if required escalate to DVSA for compliance audit as per DCPC model.
Escalation process (as required)	Deliver appropriate escalation process to ensure providers are adhering to conditions of approval – this to potentially include: <ul style="list-style-type: none"> • Escalation for failure to provide operational stats, pay fees on time • Failure to provide accurate record of venues for FYN • Failure to adhere to required processes – COCs, NONCOMPS, transfers etc
Expansion audit (as required, approx once PA)	Provide quality assurance audit of DDR centres based on expansion request; follow up, complete necessary administrative tasks, if required escalate to DVSA for compliance audit as per DCPC model.
Closure audits (as required, approx once PA)	Provide quality assurance audit of DDR centres based on closure; follow up, complete necessary administrative tasks, ensure appropriate transfer of data. If required escalate to DVSA for compliance audit as per DCPC model.

The common seal of **THE DRIVER AND VEHICLE STANDARDS AGENCY** was hereunto affixed to this Agreement in the presence of:

XXXX Redacted under FOIA section 40

Authorised Officer

The common seal of **THE DRIVER & VEHICLE AGENCY** was hereunto affixed to this Agreement in the presence of:

XXXX Redacted under FOIA section 40

Authorised Officer

XXXX Redacted under FOIA section 40

Executed (but not delivered until the date hereof) as a deed by **JOINT APPROVALS UNIT FOR PERIODIC TRAINING** acting by: **XXXX Redacted under FOIA section 40**

Director

XXXX Redacted under FOIA section 40

Director/Secretary
XXXX Redacted under FOIA section 40