

DATED -----2014

(1)

**THE SECRETARY OF STATE
FOR TRANSPORT**

and

(2)

XXXXXXXXXXXXXXXXXXXXXXX

**TRANSLATION CROWN COPYRIGHT
LICENCE AGREEMENT**

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This Licence Agreement is made on -----2014 between:

- (1) THE SECRETARY OF STATE FOR TRANSPORT represented by the DRIVER AND VEHICLE STANDARDS AGENCY of Berkeley House, Croydon Street, Bristol BS5 0DA; and
- (2) XXXXXX ("Licensee") whose registered office is at.-----

IT IS HEREBY AGREED as follows:

1. Preliminary

- 1.1 DVSA is the Government agency, which is responsible for the driving test in Great Britain. The theory test Question bank developed by DVSA is subject to Crown copyright.
- 1.2 The Crown is the proprietor of and entitled to certain trademark and copyright material.
- 1.3 Under the terms of Royal Letters Patent, the Controller of Her Majesty's Stationery Office (HMSO) is responsible for the licensing of rights in Crown copyright material.
- 1.4 The Controller of HMSO has delegated authority to DVSA to issue licences for the Works that were originated by DVSA or for Works that were created for DVSA and where the copyright in the Work has been assigned or transferred to the Crown.
- 1.5 The Licensee wishes to reproduce and publish the Crown copyright material in either printed or electronic published format and to sell the same.
- 1.6 DVSA is prepared to grant a Licence Agreement to the Licensee to produce and sell such Products upon the terms and subject to the conditions of this Licence Agreement.

2 Definitions

- 2.1 In this Licence Agreement, the terms below have the following meanings:

"Accounting Date" means the last day of each of March, June, September and December during the term of this Licence Agreement.

"Accounting Period" means the period of three months beginning from the Accounting Date up to and including the date before the following Accounting Date.

"Artwork" means the designs for the Product, including but not limited to book, CD-Rom and DVD covers, website screenshots, mobile phone application screenshots and samples of Question layouts.

"Case study" means a theory test question comprising a scenario and five related questions.

"Certified Statement" means a statement showing:

- (a) the number of Products sold in the three month period ending on the preceding Accounting Date; and
- (b) the Royalty due to DVSA for such period.

"Commencement Date" means the date of this Licence Agreement.

"Confidential Information" means commercial, financial or technical information (including but not limited to the contents of the Licensed Material).

"DVSA" means the Driver and Vehicle Standards Agency.

"Financial Year" means the period from the publication date of the Product until the immediately following 31st March and each subsequent period of 12 months commencing on 1st April and ending on 31st March in the following year.

"Knowledge and Understanding text" means text which explains the context of the question.

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“Licence Agreement” means a Licence granted by DVSA to the Licensee for the use of the Licensed Material within the Product.

“Licensed Material” means the information supplied at Schedule 1 to be translated from the English language. The supplied Licensed Material covers only that in Schedule 1 and does not include any other content in any form from Official DVSA products.

“Licensee” means the named signatory of the Licence Agreement.

“Net Sales Revenue” means the income to the Licensee resulting from sales of the Product after tax, has been deducted.

“Official Source” means the version of the Works that are made available to the public on behalf of DVSA.

“Product” means the publications or Products as set out in Schedule 1, incorporating the Licensed Material.

“Questions” means theory test Questions, answers and associated Knowledge and Understanding text.

“Royalty” means the sum or sums calculated in accordance with Schedule 2.

“Supplier” means the person or company (including any successors) which supplies the goods or services.

“Text” means the questions and answers in the English language that are included in the Works.

“Translation” means the Licensee’s translation of the Text.

“Translator” means the person who renders the Licensed Material into the language(s) named at Clause 3.

“Works” means the publications containing the Official revision versions of the theory test Questions and answers etc. which have been made available to the public on behalf of DVSA.

“Year” means a period of 12 months commencing upon the Commencement Date and every subsequent period of 12 months thereafter.

3 Grant of Licence Agreement

3.1 Subject to the terms and conditions of the Licence Agreement, DVSA grants the Licensee the non-exclusive rights to translate the Licensed Material into the following language(s):

(1) Add language (2) Add language

3.2 Subject to the terms and conditions of the Licence Agreement, DVSA grants the Licensee the non-exclusive rights to reproduce the Translation as the Product described in Schedule 1.

3.3 Subject to the terms and conditions of the Licence Agreement, DVSA grants the Licensee the non-exclusive rights to print, publish and sell copies of the Product containing the Translation worldwide.

4 Translation

4.1 The Licensee, shall, on request, provide DVSA with information about the qualifications of the Translator for the Product.

4.2 The Licensee shall ensure that the Translator makes a faithful and accurate Translation of the Text.

4.3 The Licensee shall ensure that the Translator does not abridge or alter the meaning of the Text when making the Translation.

4.4 The Licensee shall produce the Translation and publish the Product at their own expense.

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5 Use of the Text / Licensed Material

- 5.1 The Licensee will reproduce and use the Licensed Material on or in relation to the Products in accordance with this Licence Agreement and all relevant requirements of any relevant laws in the territory in which the Licensed Materials are reproduced and used. The Licensee must **not** reproduce any of DVSA's trade marks TM or registered © logos on, or in, the Product.
- 5.2 The Licensee will **not** publish, promote or advertise the Product in ways that could imply endorsement by DVSA or in a manner which is likely to mislead others.
- 5.3 DVSA agrees to supply the Licensee with updated versions of the Licensed Material as and when appropriate.
- 5.4 The Licensee will not permit Products to be manufactured, marketed, distributed or sold in any way which in the reasonable opinion of DVSA is unsuitable or inappropriate, cause any unfair competition, and which would or might materially damage the reputation or image of DVSA or which would or might be regarded as constituting derogatory treatment of the Licensed Material.
- 5.5 The Licensee must not use the Licensed Material in any way that is likely to mislead others, or present their version of the Licensed Material as being the Official Source; for example by emulating the Official Source's style and appearance.
- 5.6 If the Licensed Material is the Hazard Perception Clips then the Licensee is only permitted to reproduce up to a maximum of 26 licensed DVSA Hazard Perception simulated video clips within a Product. The Licensee must also ensure that the re-use of DVSA Hazard Perception simulated video clips does not represent or give the impression of representing an Official DVSA Hazard Perception Test.
- 5.7 If the Licensee designs their own clips, they must ensure it is clear in the Product which Hazard Perception test clips are produced by the Licensee and which Hazard Perception test clips are reproduced under licence from DVSA, and the Licensee must not indicate in any way that any Hazard Perception test clips produced by the Licensee have been approved or endorsed by DVSA.
- 5.8 If the Licensee writes their own theory test Questions, Case studies and Knowledge and Understanding text, it must be clear in the Product which Questions and Case studies are produced by the Licensee and which Questions, Case studies and Knowledge and Understanding text are reproduced under licence from DVSA and the Licensee must not indicate in any way that any Questions, Case studies and Knowledge and Understanding text produced by the Licensee have been approved or endorsed by DVSA.
- 5.9 The Licensed Material at Schedule 1 is licensed to the Licensee for re-use only and may not be passed on to a third party.

6 Production and Supply

- 6.1 The Licensee may arrange for the Product to be printed outside of the United Kingdom provided that they ensure that any such sub-contractor or printer does nothing that will place the Licensee in breach of the terms of this Licence Agreement. The Licensee will remain liable to DVSA for any breach of the Licence Agreement arising from any act, omission or neglect by any such sub-contractor or printer.
- 6.2 Subject to Clause 7, the Licensee will use the Licensed Material in accordance with the instructions of DVSA and will observe any directions given by DVSA as to the representation and disposition of the Licensed Material on Products and on packaging for Products.
- 6.3 The Licensee will, from time to time and upon reasonable request, supply DVSA with a sample of each of the Products and such information as DVSA may reasonably require about the publication and distribution arrangements for the Product.
- 6.4 The Licensee will send DVSA one complimentary copy of each new version of the Product upon request, and within seven days of such a request.
- 6.5 The Licensee will notify DVSA when the Product goes out of print or if they stop making the Product available.

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- 6.6 The Licensee will from time to time and upon reasonable request give or arrange for DVSA or their representatives during usual business hours full and free access for the purposes of inspection and testing to any premises where Products are produced and/or stored. Inspections will take place during usual business hours.
- 6.7 The Licensee will undertake to keep true and accurate records of the number of copies of the Product sold. DVSA shall have the right to inspect such records on giving the Licensee seven days notice.
- 6.8 In the event that any of the provisions of this Licence Agreement are not complied with in relation to any Products, all such Products will be destroyed or otherwise disposed of in accordance with any reasonable directions given to the Licensee by DVSA. The Licensee shall be allowed a reasonable time to carry out such directions and DVSA may at their discretion require sworn evidence of such destruction.

7 Artwork and Publication Clearance Procedures

- 7.1 The Licensee shall obtain DVSA's prior written clearance for each use of the Licensed Material and the Translation.
- 7.2 The Licensee shall submit copy Artwork for the Product, and any copy packaging and promotional materials for the Product for clearance by DVSA in accordance specified in Schedule 3. If the Licensee produces Artwork, packaging and promotional materials for the Product in the language or languages specified in clause 3.1, DVSA may request an accurate English translation.
- 7.3 Any alteration to any Artwork for which DVSA has granted written clearance shall require DVSA's prior written clearance.

8 Copyright Notice

- 8.1 The Licensee shall arrange for the following notice to be included on all copies of the Product. The notice shall be printed in English and in the translated language(s):

“The Theory Test Revision Questions and Answers. © Crown copyright. Driver and Vehicle Standards Agency.

The questions and answers in this work have been translated into [insert language/] by [insert name of Translator/s] and are published by [insert name of publisher] under licence from the Driver and Vehicle Standards Agency. The Driver and Vehicle Standards Agency does not accept any responsibility for the accuracy or content of this work.”

9 Payments

- 9.1 During the term of this Licence Agreement the Licensee will pay to DVSA the Royalty in consideration of the Licence Agreement as outlined in Schedule 2.
- 9.2 The Royalty will be calculated at each Accounting Date in respect of all Products sold during the preceding Accounting Period. The Licensee shall deliver a Certified Statement to DVSA within 30 days of each Accounting Date and DVSA will issue an invoice to the Licensee within 30 days of receipt of such Certified Statement. Each payment of the Royalty will be due and payable 30 days after the date of such invoice from DVSA.
- 9.3 The Certified Statement shall indicate how the Royalty is calculated. A nil statement shall be submitted if no sales of Products took place during the relevant period. The statement shall be certified as representing a true and accurate account by the director of the Licensee, the Licensee's auditors or the Finance Manager of the Licensee. Additionally, all sums payable under this Licence Agreement are exclusive of VAT which may be charged at the rate prevailing at the relevant tax point.

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10 Accounting and Records

- 10.1 Sales by or on behalf of the Licensee will be deemed to be invoiced within 7 days of despatch and will be deemed to have been paid when invoiced. No deduction will be made from the Royalty in respect of bad debts.
- 10.2 The Licensee will pay interest to DVSA on any money due under this Licence Agreement which is not paid by its due date from the due date until actual payment (both before and after any judgement) at the rate of 2.5% compound interest above the base lending rate of the Bank of England prevailing on the due date for payment, calculated daily.
- 10.3 The Licensee will keep or arrange to be kept and for at least six years retain true and particular accounts records and full supporting documentation of all Products produced and/or sold, used or disposed of by or on behalf of the Licensee and Cover Price of these Products. Such records will contain all data reasonably required for the computation and verification of the Royalty. The Licensee will give or arrange for DVSA or their respective nominated representatives every reasonable facility at any time during normal business hours to inspect such accounts records and supporting documentation and to make copies or to take extracts from them for the purpose of this Licence Agreement.
- 10.4 DVSA may from time to time arrange for an authorised representative or representatives to carry out an audit on the Licensee's records and accounts for the purpose of verifying the Certified Statements submitted to DVSA under Clause 9. The costs of such audit shall be borne by DVSA save where such audit reveals an under-payment of 2% or greater during any Financial Year, in which case the audit costs shall be borne by the Licensee.
- 10.5 In the event of an under or over payment an appropriate adjustment will be made. The amount of any under payment paid with or any over payment deducted from the next payment due from the Licensee to DVSA under this Licence Agreement.

11 Infringements

- 11.1 The Licensee will promptly report to DVSA particulars of any infringement by any third party of the Licensed Material, any unfair competition or passing-off at common law or any other infringement of any industrial or intellectual property rights of the Crown which comes to the Licensee's attention.
- 11.2 If it comes to the notice of the Licensee that any third party alleges that the Licensed Material is invalid or infringes any rights of that party or that the Licensed Material is open to any other form of attack, the Licensee will not make any admissions in relation to such allegations, but will promptly report the matter to DVSA.
- 11.3 DVSA may in their absolute discretion take any steps to institute or defend any proceedings relating to infringement of the Licensed Material or infringement of any third party intellectual property rights by the Licensed Material. The Licensee will at the expense of DVSA provide all reasonable assistance requested by DVSA in relation to such proceedings against an infringement by a third party.

12 Confidentiality

- 12.1 Each of the parties will keep secret all Confidential Information acquired from or through the other parties under this Licence Agreement. Licensees will not use the Confidential Information other than pursuant to this Licence Agreement, nor disclose the Confidential Information to any third party (excluding professional advisers) other than its own directors, employees, consultants, Suppliers and contractors whose duties cannot be fulfilled without such disclosure and who have first executed a written undertaking of confidentiality. Pursuant to this, the Licensee will use all reasonable endeavours to prevent disclosure except as expressly permitted by this Licence Agreement.
- 12.2 The obligations of confidentiality under this Licence Agreement will not extend to any fact or matter, which the Licensee can show:
- (a) was in the Licensee's written records prior to disclosure under this Licence Agreement;
 - (b) was in or enters the public domain other than by reason of unauthorised disclosure by the Licensee or any person to whom the Licensee has disclosed such information;

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- (c) was disclosed to the Licensee by a third party independently entitled to disclose such information;
- (d) the disclosure of which is required by any applicable law.

13 Duration

- 13.1 Subject to the provisions for earlier termination in Clause 14, this Licence Agreement shall take effect from the Commencement Date and shall last for a period of three years from the Commencement Date. A new Licence Agreement will need to be applied for after that period unless DVSA or the Licensee terminates the Licence Agreement.

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14 Termination

- 14.1 Without prejudice to any other rights or remedies available under this Licence Agreement DVSA may immediately by written notice to the Licensee terminate this Licence Agreement upon the happening of any of the following events, namely:
- (a) if any sum payable by the Licensee to DVSA under this Licence Agreement is not received by DVSA within 30 days of its due date;
 - (b) if the Licensee commits a breach of its obligations set out under clause 5: 'Use of the Text/Licensed Material';
 - (c) if the Licensee produces and/or sells a Product containing material belonging to DVSA and which is not listed at Schedule 1.
 - (d) if the Licensee is deemed in the opinion of DVSA to have acted or behaved in any way to the detriment of its good name, or otherwise contrary to the aims and values of the agency, Department for Transport or the wider government, regardless of whether or not these actions or behaviour relate to this Licence Agreement.
- 14.2 Without prejudice to any other rights or remedies available under this Licence Agreement DVSA may terminate this Licence Agreement immediately by giving notice in writing to the Licensee on the happening of any of the following events, namely:
- (a) if the Licensee fails to remedy any breach (where it is capable of remedy) of any of its obligations under this Licence Agreement (other than a breach of a payment obligation) within a period of 30 days after having been required in writing to remedy or desist from such breach;
 - (b) if the Licensee commits a material breach of any of its obligations under this Licence Agreement which is incapable of remedy;
 - (c) if the Licensee is deemed to be unable to pay its or his debts within the meaning of Section 123 or Section 268 of the Insolvency Act 1986 or calls a meeting, presents or has presented a petition to wind up or presents or has presented a petition to appoint an administrator or has an administrative receiver, receiver and manager or receiver appointed over his own part of its business, undertaking, property or assets or presents his own or has presented against him a bankruptcy petition;
 - (d) if the Licensee proposes a voluntary arrangement within the meaning of Section 1 of the Insolvency Act 1986;
 - (e) if the Licensee suffers any procedure analogous to that specified in sub-clauses (b) to (d) above or any procedure available in the territory in which the Licensee is constituted, established or domiciled against or to an insolvent debtor or to the creditors of such a debtor.
- 14.3 The Licensee shall have the right at any time to terminate the Licence Agreement by giving not less than 30 days notice in writing to DVSA. Any such termination shall not affect the right of DVSA to the payment of Royalties due to them in respect of the Licensee's sales.
- 14.4 The Licensee must be a fit and proper person to hold a Crown copyright Licence Agreement. If the Licensee ceases to be a fit and proper person, a decision whether or not to terminate the Licence Agreement, taking into account any non-spent convictions, rests with DVSA.

15 Consequences of Termination and/or the Licence Agreement ending

- 15.1 On termination of this Licence Agreement for whatever reason:
- (a) the Licensee will not make any further use of the Licensed Material. All Products containing Licensed Material must be removed from all forms of retail outlets and general circulation;
 - (b) the Licensee will return immediately by registered first class post to DVSA all property of DVSA in the Licensee's possession;
 - (c) all rights granted to the Licensee shall automatically and immediately revert to the Crown and the Licensee shall have no right to produce, sell or give away for free any existing copies of the Product(s).
- 15.2 Termination will be without prejudice to any rights of any party against the other parties, which may have accrued up to the date of termination.
- 15.3 DVSA will consider the reasons for the termination of the Licence Agreement in relation to any future applications from the Licensee to use the Licensed Material, reserving the right to refuse to grant any further Licence Agreements.

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- 15.4 If the Licence Agreement is terminated by DVSA, the Licensee cannot reapply for a Licence Agreement for a period of 12 months.

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16 Warranty and Indemnity

- 16.1 DVSA hereby severally warrant to the Licensee that:
- (a) it has full power to enter into and perform its obligations under this Licence Agreement;
 - and
 - (b) the Crown is the owner of the Licensed Material.
- 16.2 The Licensee hereby indemnifies and keeps DVSA indemnified against all claims, actions, proceedings, costs, expenses, losses or damage resulting from any one or more of the following:
- (a) any infringement by the Licensee of the Licensed Material;
 - (b) any breach by the Licensee of any provision of this Licence Agreement;
 - (c) any negligent or other tortious act by the Licensee, its servants or agents in relation to the Products;
 - (d) any breach of statutory duty by the Licensee in relation to the Products;
 - (e) any liability imposed by law upon the producer of goods in relation to the Products.
- 16.3 DVSA gives no warranty as to the suitability of use of the Licensed Material for any purpose whatsoever.
- 16.4 DVSA shall not in any circumstances be liable to the Licensee for any types of loss listed below in this clause whether arising from negligence, breach of contract or otherwise. Those types of loss are as follows:
- (a) loss of profits or revenue;
 - (b) loss of business or contracts;
 - (c) loss of anticipated savings;
 - (d) losses arising from loss of data;
 - (e) any losses which arise other than directly and naturally from a breach of contract.
- 16.5 The Licensee shall not, in any circumstances, be liable to DVSA for any types of loss listed below in this clause, whether arising from negligence, breach of contract or otherwise. Those types of loss are as follows:
- (a) loss of business or contracts;
 - (b) any losses which arise other than directly or naturally from a breach of contract.

17 Legality

- 17.1 The Licensee will ensure that the Products are manufactured and sold in accordance with the requirements of all health & safety regulations, environmental regulations and all other lawful requirements of any relevant competent authority in the territory within which the Products are manufactured and sold.

18 Variation

- 18.1 No variation of this Licence Agreement will be effective unless it is in writing signed by the duly authorised representatives of DVSA and the Licensee.

19 Waiver

- 19.1 The waiver by any party of any breach of any provision of this Licence Agreement will not prevent the subsequent enforcement of that provision and will not be deemed to be a waiver of any subsequent breach of that or any other provision.

20 Nature of this Licence Agreement

- 20.1 Nothing in this Licence Agreement will be deemed to constitute a partnership or joint venture between the parties, nor to make DVSA or the Licensee the agent of another party to this Licence Agreement. No third party will have any authority to bind the other parties in any way and in all dealings with third parties the Licensee will clearly indicate that it is acting as an independent manufacturer operating under a Licence Agreement.

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20.2 This Licence Agreement embodies the entire understanding of the parties and it overrides and supersedes any prior promises, representations or implications made by the parties. Other than as expressly stated in this Licence Agreement no warranties are granted to the Licensee under this Licence Agreement whether by implication of statute, custom or otherwise.

21 Severance

21.1 If any provision of this Licence Agreement is invalid for any reason, its invalidity does not affect the rest of this Licence Agreement, which will remain valid and enforceable in all respects.

22 Notices

22.1 Any notice or other communication in connection with this Licence Agreement shall be in writing and may be delivered personally or sent by post or by e mail or facsimile, to the party due to receive the notice or communication at its address set out in this Licence Agreement or such other address as the parties may specify by notice in writing to the other parties.

22.2 In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given if:

- (a) delivered personally, when left at the appropriate address referred to in this Licence Agreement;
- (b) sent by mail two days after posting;
- (c) sent by e mail when the proper answer-back is received; or
- (d) sent by facsimile, on completion of transmission.

22.3 Saturdays, Sundays and public holidays will not in any event be treated as a day on which service is effected, and service will be deemed to take place on the next normal business day of the Licensee thereafter.

23 Law

23.1 This Licence Agreement will be governed by and construed in accordance with the laws of England.

23.2 The parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

23.3 DVSA may take proceedings or seek remedies before the court or any competent authority of any relevant territory for interim or interlocutory remedies in relation to any breach of this Licence Agreement or infringement by the Licensee of the Licensed Material in or in relation to such territory.

24 Disclaimer

24.1 The Licensee's use of the Licensed Material is entirely at their own risk. DVSA does not guarantee that the Licensed Material will be error free.

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Schedule One

The Product:

Paper Products, i.e. Book, etc
Electronic Products, i.e. CD Rom, DVD, Web Based Application, Mobile Phone Application etc
Specific titles and URLs, where appropriate, of the Licensee's Paper or Electronic Product

Incorporating the Licensed Material entitled:

1. The Official Revision Theory Test Question Bank for Car Drivers
2. The Official Revision Theory Test Question Bank for Motorcyclists
3. The Official Revision Theory Test Question Bank for LGV/PCV
4. The Official Revision Theory Test Question Bank for Taxi
5. The Official Revision Theory Test Question Bank for Fleet
6. The Official Revision Theory Test Question Bank for ADI Part 1
7. Hazard Perception Simulated Video Clips

Please note: Options (above) which are not required will be deleted and/or added as required

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Schedule Two

Royalty Rates

- **13%** of Net Sale Revenue for each Product sold

This rate may vary if the Licensed Material used in the publication or Product constitutes less than 50% of the entire Product. In which case the following formula will be used to define the Royalty rate applicable:-

$(13\% \times \text{Net Sales Revenue}) \times \text{Percentage of your Product which is Licensed Material}$

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Schedule Three

Artwork Clearance Procedures

- 1.1 The Licensee shall submit draft Artwork for clearance before commencing publishing, printing or allowing a website or electronic Product to go live.
- 1.2 All Product Artwork must be approved pre-publication stage, using the list below for guidance and noting this list is not exhaustive or limited to the examples given;
 - a. The Crown copyright acknowledgment must appear on the Product; **“Crown copyright material has been reproduced by permission of the Driver and Vehicle Standards Agency, which does not accept any responsibility for the accuracy of the reproduction.”**
 - b. Where a Product contains theory test revision Questions it must
 - state clearly that it contains ‘the DVSA revision question bank’ and not the ‘live’ or ‘Official’ theory test Questions or the Questions the customer could be asked in their theory test
 - include the Knowledge and Understanding text alongside the Questions

The Product may indicate the options where the Questions are published, but not which of the options are the correct answers. The correct answers may be indicated in a separate place (e.g. at the back of a book or chapter, or on a separate webpage).
 - c. The Product must in no way resemble a current Driver and Vehicle Standards Agency product.
 - d. The Product must not display the Driver and Vehicle Standards Agency logo.
 - e. The Product must not in any way suggest that it is recommended, endorsed or approved by the Driver and Vehicle Standards Agency.
 - f. The Product must not mislead the public in any way as to its content.
- 1.3 Final Artwork together with a pre-production sample must be submitted to DVSA at least 15 days prior to commencement of manufacture or a website going live.
- 1.4 DVSA will endeavour to (but does not guarantee that it will) within 10 days of receipt of final Artwork:
 - (a) clear the Artwork (subject to any conditions which DVSA may consider necessary acting reasonably)
 - or
 - (b) reject the Artwork, giving written reasons for such rejection which shall not be unreasonable.
- 1.5 Failure to clear or reject within 10 days of receipt will be deemed to be a rejection by DVSA of the Artwork.
- 1.6 Clearance of Artwork for one Product or advertisement does not constitute clearance for any other Product or advertisement.
- 1.7 The Licensee should not commence commercial production, publishing or printing of any Products, or allow an electronic application to be launched, before receiving DVSA’s approval of Artwork.
- 1.8 DVSA are not responsible for the reproduction of Licensed Material in any products for which clearance is given.

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Schedule Four

Agreement of the terms and conditions of this Licence Agreement:-

SIGNED BY.....

DATE.....

Name in block capitals.....

Job Title

for and on behalf of

INSERT NAME

SIGNED BY.....

DATE.....

Name in block capitals.....

Job Title

for and on behalf of

INSERT NAME

[If the Licensee is a Limited Company two Directors must sign].

SIGNED BY.....

DATE.....

Name in block capitals.....

Job Title

for and on behalf of

The Secretary of State for Transport