



Driver & Vehicle
Standards
Agency

Terms and conditions for IT system providers

DVSA Earned Recognition Scheme

Helping you stay safe

on Britain's roads



Driver & Vehicle Standards Agency

DVSA Earned Recognition Scheme

IT System Provider Terms and Conditions of Validation

PURPOSE AND SCOPE

1. This document sets out the Terms and Conditions that the IT System Provider (the "provider") comply with in order to become a validated system provider under the DVSA's Earned Recognition Scheme (the "scheme"). This document also outlines the Terms and Conditions that the Provider must comply with while part of the scheme.
2. The provider will provide a validated electronic (digital) transport management system for operators wishing to apply for the Scheme. Details of the Scheme can be found on www.gov.uk/dvsa/earned-recognition
3. The provider systems will be capable of monitoring and measuring the schemes published Key Performance Indicators (KPI), as detailed in the System Requirements document.
4. The provider systems will automatically report to the scheme confirmation of the correct functioning of the system and exceptions from the agreed KPI level in the required format.
5. The provider systems will be capable of monitoring either EU or GB driver's hours' requirements or vehicle safety inspections and maintenance activities.
6. An operator can use any provider from the schemes published list of validated providers. The contract to supply the system will be between the provider and the operator, DVSA will not be a party to that contract.
7. DVSA does not set the fees for a providers system. This is determined by commercial factors and open competition.

IT SYSTEM PROVIDER'S OBLIGATIONS

8. The provider agrees to provide a transport management system that aligns with the scheme published requirements found in the IT System Requirements document.
9. The validated IT System Provider under an agreed licence with the relevant operator should allow the sharing of the KPI results to another validated IT System Provider (but for the avoidance of doubt this does not extend to any raw data) for them to calculate the overall KPIs for the relevant operator as specified by the IT Systems Requirement document for such time as they remain under the Scheme.
10. The provider will on request evidence to the scheme the satisfactory functioning of their management system in line with the scheme requirements.
11. The provider system may include wider functionality than the criteria for the scheme; however, it must, as a minimum be able to accurately measure and report KPIs for entry into the scheme.
12. The provider agrees to ensure the management system data complies with the General Data Protection Regulation 2018 (GDPR) and accurately reports to the scheme in the agreed format and time-frame.
13. The IT System Provider agrees to have in place a written contracts both with the operator and any other IT System Provider under the Scheme where KPIs are shared
14. The provider agrees to notify the scheme if changes are made to the system that would affect reporting of the key performance indicators.
15. The provider will allow DVSA access to validate the accuracy of the Earned Recognition KPI data; this may include documentation, data and system checks as detailed in the Earned Recognition Scheme document.

SCHEME OBLIGATIONS

16. The scheme will carry out a scheme validation assessment for providers systems to ensure accurate KPI monitoring.
17. The scheme will maintain and publish a list of validated providers.
18. The scheme will monitor the quality and accuracy of validated providers systems periodically as required.
19. The scheme will publish a Scheme document and IT System Requirements document.
20. The scheme will have a process to reject or remove a provider's validation if the provider fails to meet the responsibilities detailed in this agreement or the scheme document.

WITHDRAWAL OF VALIDATION AND TERMINATION

21. This agreement may be terminated by either party at any time with 28 calendar days written notice except in the circumstances detailed in clause 22.
22. The scheme will have the right to withdraw validation of a provider with immediate effect by notice where:
 - a. In the schemes's reasonable opinion, the provider is in material breach of any of these Terms and Conditions, or
 - b. In the schemes's reasonable opinion, the provider has breached any of the obligations the relating to the IT System Requirements, or brought the scheme in to disrepute.
 - c. The provider has failed to remedy any breach for which the scheme has issued notice under paragraph 23 below.
23. For a breach capable of remedy, the scheme will give the provider a detailed notice of the breach, what the provider must do to remedy the breach, and the time-frame within which the breach must be remedied.
24. Upon the withdrawal of validation a provider under this part, will no longer be able to carry out KPI reporting for the scheme, be published on the list of validated providers and will not be entitled to use the DVSA earned recognition marque.
25. These terms and conditions will no longer apply, subject to any provisions that expressly or impliedly survive the termination or expiry of these Terms and Conditions.
26. The provider can appeal against withdrawal using the process detailed in the guidance document.

LIABILITY AND INDEMNITY AND INSURANCE

27. Subject to clause 27.1, the provider will indemnify and keep the scheme indemnified against any and all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of or in consequence of any default on the part of the provider, including in respect of its performance, purported performance or non-performance of any of its obligations under this agreement, including in respect of any loss of or damage to property, save to the extent that any act or neglect of the scheme (including any failure to use reasonable endeavours to mitigate any such claims, proceedings, actions, damages, costs, expenses or other liabilities) contributed to the same.
- 27.1 Any costs which arise pursuant to the provider's indemnity under clause 27 shall not exceed the sum of one million pounds."

28. The provider will effect and maintain with a reputable insurance company a policy or policies of insurance with a suitable excess providing an adequate level of cover in respect of all risks which may be incurred by the provider arising out of the performance, purported performance or non-performance by the system of its obligations under this Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall be maintained for the duration of the agreement.

FORCE MAJEURE

29. Neither party will be deemed to be in breach of these Terms and Conditions, or otherwise liable to the other party in any manner whatsoever, for any failure or delay in performing its obligations under these Terms and Conditions, the Scheme standard or the Scheme benefits to the extent that such failure or delay is due to any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of that party, including without limitation, riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, storm, flood, abnormal weather conditions or other natural catastrophe, malicious damage, compliance with any law or governmental order, default of suppliers or strikes, lock-outs or other industrial disputes.

GOVERNANCE

30. The Terms and Conditions will be governed by English law and the parties agree to submit to the exclusive jurisdiction of the Courts of England.

AMENDMENTS

31. The scheme manager reserves the right to change these terms and conditions at any time by giving 28 days written notification to all validated providers.

COSTS

32. The parties shall each be solely responsible for any and all costs associated with their responsibilities under this agreement.