

FOI Request (received 09 June 2025) - Reference: DFI/2025-0250

Under the Freedom of Information Act 2000, I am requesting information relating to the Driver and Vehicle Agency's (DVA) conduct and oversight concerning its contract with Worldwide Environmental Products (WEP) for the installation and commissioning of vehicle testing hardware and software at Hydebank.

This matter is of clear public interest due to the scale of expenditure, delays, and multiple legal challenges. To that end, this request is structured to identify key authorisation decisions, internal reviews, and financial/time-related costs associated with this project.

Please treat the term "responsible for" or "authorised by" to mean individuals or roles who held official responsibility within the DVA, DFI, or any other public agency involved in the governance of this contract.

1) Accountability

- a. Who authorised the initial contract with WEP (including final approval and signing authority)?
- b. Who authorised the DVA's first termination of the contract in 2022?
- c. Who conducted or authorised any internal or external review of the DVA's conduct following the outcome of the 2022 court case?
- d. Who authorised the second termination of the contract in 2024?
- e. Who authorised the out-of-court settlement reached in 2025?
- f. Who conducted or authorised any review of the DVA's conduct following the 2025 out-of-court settlement?

2) Conduct Oversight

- a. Who held responsibility for ensuring DVA officials adhered to the Northern Ireland Civil Service Code of Ethics during the contract with WEP?
- b. What actions, if any, were taken to review or address the DVA's conduct following the 2022 court case?
- c. Were any disciplinary actions or performance reviews conducted relating to the DVA's handling of the WEP contract after 2022?

As Sir Morgan concluded in 'WorldWide Environmental Products INC and Driver and Vehicle Agency' in 2022: "In examining that issue I take into account that this is not a contract in which key performance indicators were established against which to judge contractual performance. I also bear in mind the basis upon which the defendant resisted

this application in reliance on the affidavit of Patrick Delaney. [...] I consider it is highly likely, however, that the DVA has misconstrued the contract by asserting a failure to comply with milestones which were not part of the contractual obligations. The evidence indicating that there was a legal entitlement to terminate is very limited. [...] The second reason in my view is that it is highly likely that the DVA have misunderstood the contract.

- d. What actions were taken, if any, after a whistleblower complaint (submitted anonymously to the Permanent Secretary in September 2024) was received regarding the DVA's leadership and conduct?
- e. What actions, if any, were taken after the concerns raised in that complaint were confirmed by subsequent events in October 2024?
- f. How many formal complaints (including whistleblower reports) have been lodged against the DVA or its senior staff between 2014 and 2024?

3) Time-Based Project Delays

- a. How many working days was WEP prevented or restricted from carrying out work due to the first legal dispute in 2022?
- b. How many working days was WEP prevented or restricted from working due to the second legal dispute in 2024?
- c. How many working days was WEP blocked or delayed from working due to user acceptance testing (UAT), DVA internal reviews, or other non-legal causes?
- d. What is the total cumulative number of working days in which WEP was unable to perform contracted work?

4) Financial Costs

- a. What was the original total budget for the WEP contract at the time of award?
- b. How much had been spent up to the first court case in 2022?
- c. What was the total cost of the 2022 legal proceedings (including legal fees and settlements)?
- d. How much was spent on the contract or related activities between the end of the 2022 legal action and the start of the second legal dispute in 2024?
- e. What was the total cost of the 2024 legal dispute, including any legal fees and settlement amounts (if recorded)?
- f. What is the total cumulative cost to date associated with the WEP contract, including all legal, administrative, and contractor payments?

Response (issued 04 July 2025)

Thank you for your email dated 9 June 2025 requesting information under the Freedom of Information Act 2000, regarding the contract with Worldwide Environmental Products Inc. (WEP) for the installation and commissioning of vehicle testing hardware and software at Hydebank.

In response to your request, I have responded to each of your queries below.

1. Accountability

- a) Who authorised the initial contract with WEP (including final approval and signing authority)?*

The Agency's Strategic Management Board authorised the initial contract, which was signed by the Chief Executive.

- b) Who authorised the DVA's first termination of the contract in 2022?*

The Agency's Strategic Management Board authorised the termination of the contract in 2022.

- c) Who conducted or authorised any internal or external review of the DVA's conduct following the outcome of the 2022 court case?*

No information is held to respond to this request.

- d) Who authorised the second termination of the contract in 2024?*

The Agency's Strategic Management Board authorised the termination of the contract in 2024.

- e) Who authorised the out-of-court settlement reached in 2025?*

The Agency's Strategic Management Board and Departmental Accounting Officer authorised the settlement reached in 2025.

- f) Who conducted or authorised any review of the DVA's conduct following the 2025 out-of-court settlement?*

No information is held to respond to this request.

2. Conduct Oversight

- a) Who held responsibility for ensuring DVA officials adhered to the Northern Ireland Civil Service Code of Ethics during the contract with WEP?*

All civil servants must adhere to the Northern Ireland Civil Service Code of Ethics, which is a line management responsibility.

- b) What actions, if any, were taken to review or address the DVA's conduct following the 2022 court case?

No information is held to respond to this request.

- c) *Were any disciplinary actions or performance reviews conducted relating to the DVA's handling of the WEP contract after 2022?*

As Sir Morgan concluded in 'WorldWide Environmental Products INC and Driver and Vehicle Agency' in 2022: "In examining that issue I take into account that this is not a contract in which key performance indicators were established against which to judge contractual performance. I also bear in mind the basis upon which the defendant resisted this application in reliance on the affidavit of Patrick Delaney. [...] I consider it is highly likely, however, that the DVA has misconstrued the contract by asserting a failure to comply with milestones which were not part of the contractual obligations. The evidence indicating that there was a legal entitlement to terminate is very limited. [...] The second reason in my view is that it is highly likely that the DVA have misunderstood the contract."

No information is held to respond to this request.

- d) *What actions were taken, if any, after a whistleblower complaint (submitted anonymously to the Permanent Secretary in September 2024) was received regarding the DVA's leadership and conduct?*

The Department has a duty, under its Whistleblowing/Wrongdoing Policy and Procedures, to protect the confidentiality of a whistleblower. This extends to ensuring that the subject matter of any complaint is handled in a confidential basis, unless there is a substantive public interest issue that would require the Department to publicise the findings. The Department, therefore, cannot confirm or deny whether it was in receipt of a whistleblower complaint in relation to this matter. The Minister for Infrastructure has indicated that disclosure of such information would be prejudicial to the effective conduct of public affairs, as the integrity of the whistleblowing process requires a high degree of confidentiality - a safe space for individuals to come forward. As such, the information cannot be disclosed under s36(2)(c) of the Freedom of Information Act 2000.

In considering the public interest, the Department has fully taken into account the public interest in openness and transparency around reported issues. However, the integrity and confidentiality of the whistleblowing process is essential to create a safe space for individuals to come forward. Protecting that safe space means that the

public interest in protecting the requested information outweighs the public interest in disclosure, at this time.

- e) *What actions, if any, were taken after the concerns raised in that complaint were confirmed by subsequent events in October 2024?*

See response to d) above.

- f) *How many formal complaints (including whistleblower reports) have been lodged against the DVA or its senior staff between 2014 and 2024?*

The Agency's annual complaints reports are published online. The most recent report for 2023-24 can be found by accessing the following link:

[DVA Annual Complaints Analysis 2023/24 | Department for Infrastructure.](#)

3. *Time-Based Project Delays*

- a) *How many working days was WEP prevented or restricted from carrying out work due to the first legal dispute in 2022?*

These are matters subject to the legal settlement reached in relation to the dispute. The disclosure of any of the particulars of that settlement would prejudice the commercial interests of the contractor and are consequently exempt under s43(2) of the FOI Act. The Department has considered the public interest in disclosure. However, the details of the judgment that can be made available are a matter of public record through court reporting. There would be no wider public interest in the disclosure of information that would adversely affect the settlement. Consequently, the public interest in protecting the information outweighs the public interest in disclosure, at this time.

- b) *How many working days was WEP prevented or restricted from working due to the second legal dispute in 2024?*

See response to a) above.

- c) *How many working days was WEP blocked or delayed from working due to user acceptance testing (UAT), DVA internal reviews, or other non-legal causes?*

See response to a) above.

- d) *What is the total cumulative number of working days in which WEP was unable to perform contracted work?*

See response to a) above.

4. *Financial Costs*

- a) *What was the original total budget for the WEP contract at the time of award?*

The value of the original contract with WEP was approximately £11m.

- b) *How much had been spent up to the first court case in 2022?*

See f) below.

- c) *What was the total cost of the 2022 legal proceedings (including legal fees and settlements)?*

See f) below.

- d) *How much was spent on the contract or related activities between the end of the 2022 legal action and the start of the second legal dispute in 2024? See f) below.*

- e) *What was the total cost of the 2024 legal dispute, including any legal fees and settlement amounts (if recorded)?*

These are matters subject to the legal settlement reached in relation to the dispute.

The disclosure of any of the particulars of that settlement would prejudice the commercial interests of the contractor and are consequently exempt under s43(2) of the FOI Act. The Department has considered the public interest in disclosure. However, the details of the judgment that can be made available are a matter of public record through court reporting. The Department is also providing you with a cumulative figure for the total costs arising from this matter. There would be no wider public interest in the disclosure of information that would adversely affect the settlement. Consequently, the public interest in protecting the information outweighs the public interest in disclosure at this time

- f) *What is the total cumulative cost to date associated with the WEP contract, including all legal, administrative, and contractor payments?*

The Agency recently responded to an FOI request seeking details of the costs accrued under its contract with Worldwide Environmental Products Inc (WEP). A link to that response is set out below:

[DFI/2025-0157 - Details of all costs accrued by DVA under its contract with Worldwide Environmental Products \(WEP\). | Department for Infrastructure.](#)

Copyright notice

The supply of information under the Freedom of Information Act or the Environmental Information Regulations does not give the recipient or organisation that receives it the automatic right to reuse it in any way that would infringe copyright. Information supplied continues to be protected by copyright. You are free to use it for your own purposes, including for private study and non-commercial research, and for any other purpose authorised by an exception in current copyright law. Documents (except photographs) can also be used in the UK without requiring permission for the purposes of news reporting. Any other re-use, for example commercial publication, would require the permission of the copyright holder.

Most documents provided by a government department or agency will be protected by Crown Copyright. Most Crown Copyright information can be re-used under the [Open Government Licence](#). For information about the OGL and about re-using Crown Copyright information, please see [The National Archives website](#).

Copyright in other documents may rest with a third party. For information about obtaining permission from a third party please see the [Intellectual Property Office's website](#).