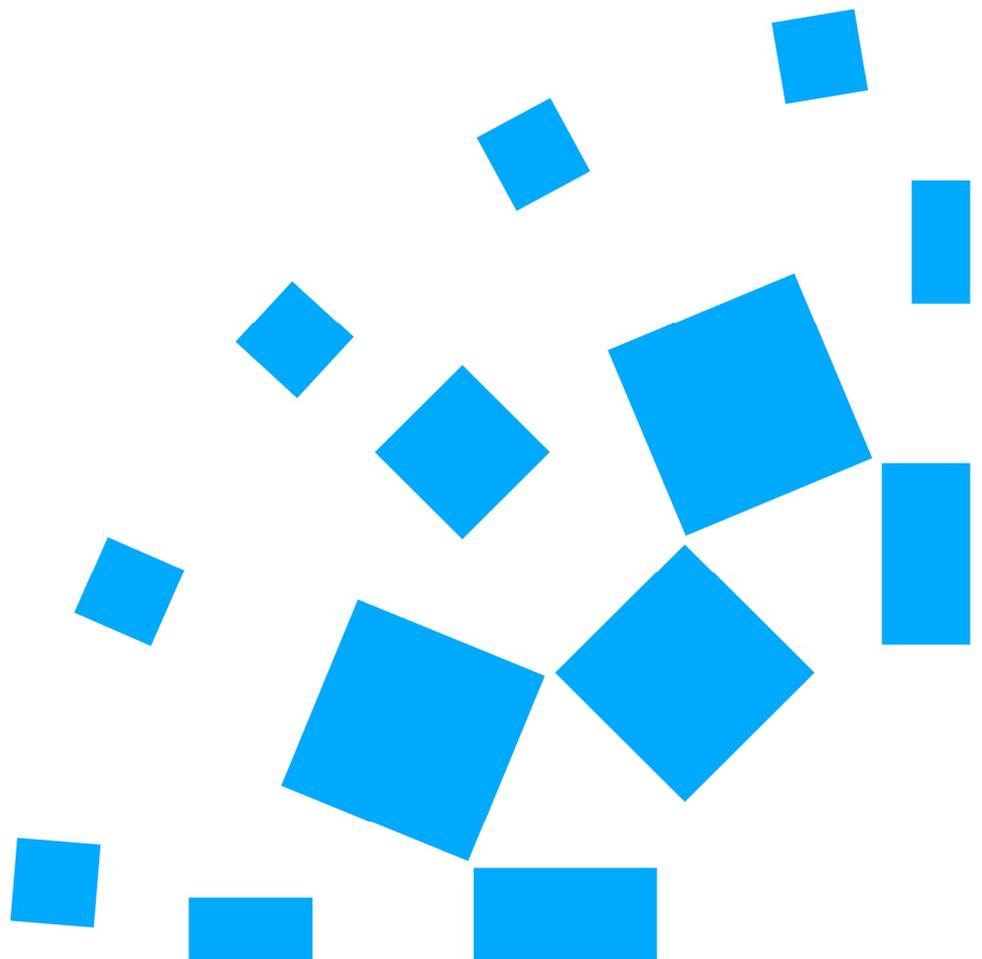


Working with the College of Policing

Key information for Associates

Version number 1.1



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If you have any enquiries regarding this publication, please contact us by email Associates@college.pnn.police.uk or by telephone on 0800 4963322.

This document has been created with the intention of making the content accessible to the widest range of people, regardless of disability or impairment. To enquire about having this document provided in an alternative format, please contact us at Associates@college.pnn.police.uk by telephone on 0800 4963322.

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1. Associate engagement

- 1.1. We value the important contribution made by College Associates (defined in this document's glossary and hereafter referred to as Associates) to the College's professional development work for the police service. The terms and conditions for the engagement of Associates are shown on the **Associates page** of our website. We aim to engage with all Associates fairly, transparently and in line with the nine principles of the Code of Ethics.
- 1.2. This document, along with the [Associates Policy](#), is intended for use by Associates, the engaging managers and College staff involved in engagement with Associates. Both documents are to be published alongside advertised opportunities for information of interested parties. For clarity, both documents are for guidance only and do not form part of the terms and conditions for the engagement of Associates. The contractual terms and conditions – as well as the purchase order or letter of engagement where issued – set out the terms and conditions for the engagement, and these prevail in the event of conflict.
- 1.3. To be considered as an Associate, you must be accepted into an Associate Pool relevant to your skills and experience. To ensure that fairness and consistency are considered before a Pool is approved and advertised for expressions of interest, consideration is given to:
- the size
 - criteria for eligibility to join
 - fee rate
 - whether IR35 applies
 - the prime location for delivery of the work (for purposes of taxation of expenses)
 - vetting level
 - optimum timeframe for re-selection to a Pool (and the rationale for this)
 - the approach to allocating work

- 1.4. We aim to share work fairly among those in a Pool through open and transparent allocation. Work cannot be guaranteed and there is no obligation on the part of the College to provide any Associate with work, nor to guarantee an amount of work in any time period. An Associate is not obliged to accept any work.
- 1.5. The roles carried out by Associates include, but are not limited to, the following.

Examination	Educational development	Strategic, specialist and capability support
Assessors	Subject matter experts	Subject matter experts
Examiners	Facilitators	Peer reviewers
Invigilators	Tutors	Expert witnesses
Question writers	Co-tutors	Operational and
Proof readers	Trainers	investigative specialists
Moderators	Designers	
Quality assurers and validators	Developers	
	Technicians	
Equality, diversity and human rights advisors	Mentors	
	Coaches	

- 1.6. You may apply for as many Associate Pools as you wish. You may have the status of a Personally Engaged Associate in one Pool and be engaged as a Corporate Associate in another (see this document's glossary for definitions of these terms). However, once you confirm your engagement in a Pool, your status will only be amended on request. As this takes time to process it is important that you have carefully considered which status should apply.
- 1.7. All opportunities to join the Pool will be advertised, as a minimum, on our website. We advise you to check for advertisements on the website periodically for maximum notice, as Pools may be advertised at any point

during the week. There will normally be a minimum of a two-week period between the advertisement being posted and the closing date. Selected examining positions with a high number of vacancies may be posted as rolling adverts, where they are closed and sifted at midnight on the last working day of each month, then reopened the following working day until the Pool is full. Generally, existing Associates will not be advised by email and should monitor the website for opportunities.

- 1.8. New applicants are encouraged to apply. We will not discriminate on grounds of gender, gender identity, race, disability, sexual orientation, religion or belief, age, caring responsibilities, part-time working or any other factor irrelevant to a person's work.
- 1.9. We cannot accept any expression of interest after the closing date specified in an advertisement. You may apply again once the Pool is refreshed.
- 1.10. The engaging manager will establish a panel to review each expression of interest and score the criteria against a marking scheme of 0-5, with 0 being 'not eligible for consideration' and 5 being 'excellent'. This process is detailed on the [Associate Opportunities](#) page of our website. A shortlist of those meeting the criteria will be drawn up, with a cut applied where necessary dependent upon the number of suitable applications proportionate to the Pool size. In addition to the paper sift, the selected shortlisted applicants will then proceed to the next stage, which may include interviews, presentations and classroom delivery dependent upon the nature of the Pool.
- 1.11. The advertisement for expression of interests will indicate when the Pool is to be refreshed. Refresh periods are likely to be every one, two or three years, or if the Pool falls below the optimal size. In either event, an advert will be published on our website or via another appropriate means as identified. We will supply you with a scope of work document that includes the criteria for the allocation of work within each Associate Pool for which you have been selected. A Pool may be retired for any of the following reasons:
 - relevance of skills and experience
 - policy change for usage of Associates
 - changes in College work priorities

- 1.12. If you are a police officer, civil servant or public sector employee planning to retire, you may apply within six months of your anticipated retirement date.
- 1.13. It is your responsibility to comply with the Associates Policy and to ensure you are not being paid in duplicate at any time across public sector bodies (for example, if you are engaged as a College Associate while also being paid as a civil servant, employee, contractor or Associate for another public sector body). You must also take responsibility for your overall working time in accordance with the Working Time Regulations 1998. For clarity, if you are an employee of a public sector body, any intention to take paid leave in order to undertake an Associate engagement is not acceptable to the College.
- 1.14. Once your application is received by the Associates Team, it will be forwarded to the engaging manager to conduct a selection process. This may include a telephone interview, a face-to-face interview or another assessment activity, subject to the role and the number of applicants. The Associates Team will subsequently inform you as to whether or not your application was successful. We will provide feedback, if requested, on why an application was unsuccessful, which may be coordinated by the Associate Advocate if required.
- 1.15. Once selected, you will be informed who is the nominated College point of contact (the engaging manager) for the allocated piece of work.
- 1.16. Each scope of work describes the nature and duration of the work, as well as the allocation policy once you have been selected into a Pool. The approach to engagement for that work is that it will be as fair and equitable as possible, recognising that the individual availability of Associates will vary.
- 1.17. Where a scope of work seeks to draw upon the broader skills of a number of Associates from different Pools – for example, in order to engage Associates collectively to deliver an emerging priority – then a proposal is to be submitted to the Associate Governance Group (AGG) for consideration. However, if the proposal is urgent, it may be considered by the Chair of the AGG. The proposal will detail the fee rate to be paid, which should be consistent for all Associates that are then engaged, unless there is a range

of work and skills that may justify a differential, in which case this must be fully documented within the proposal.

- 1.18. You are requested to respond to vetting correspondence immediately, and no later than within one month of being selected, otherwise you may be deselected. Those who disengage with the College may be deselected after three months. Associate Administration will seek an explanation before this is finalised.
- 1.19. Please follow this link for [Corporate Associate Terms and Conditions](#).
- 1.20. Please follow this link for [Personally Engaged Associate Terms and Conditions](#).
- 1.21. If you process personal data in accordance with your engagement, [Schedule X](#) to the above terms and conditions provides further information.
- 1.22. In the event of any complaint or allegation made against you, you will be afforded an opportunity to respond.
- 1.23. An Associate Review Panel (ARP) is established by the Chair of the AGG to review an Associate's position in an Associate Pool or on an Associate list. The ARP will consider the continuation or withdrawal of an Associate following any investigation where it is considered that work has not been completed to a satisfactory standard, or where conduct may have fallen short of the behaviours and principles of College policies or the Code of Ethics. If a contract is terminated, the Corporate Associate Terms and Conditions or the Personally Engaged Associate Terms and Conditions apply.
- 1.24. The Chair of the AGG will also take account of the seriousness of any issue, and will consider – with advice from Human Resources and Procurement – whether to temporarily withdraw an Associate from an Associate Pool or Associate list while the investigation is conducted. Approval to temporarily withdraw the Associate will be taken in consultation with a director. The decision to temporarily withdraw will be kept under review until the outcome of the ARP and the final decision by the Chair of the AGG. Temporary withdrawal is a neutral act and does not imply guilt.

- 1.25. Where the Associate is engaged with a contractual arrangement in place, then the College may, if sufficient notice remains to the date of the work, terminate the contract pending outcome of the investigation and decision of the ARP. The contract may then be reinstated if the decision is made by the ARP that the Associate remains in the Associate Pool(s).
- 1.26. If the work is due to take place at a date where sufficient notice cannot be given (ie, at short notice), the College may, where a breach of contract is found to have occurred, terminate the contract without notice and without payment.
- 1.27. The ARP shall take into consideration any response and other relevant information provided by an Associate. The results of the Panel will be communicated to you in writing (email acceptable) and are final. If a contract is terminated, the Corporate Associate Terms and the Conditions or Personally Engaged Associate Terms and Conditions apply.
- 1.28. You are engaged under the relevant terms and conditions provided and you are expected to adhere to these. You have agreed to undertake work for the College to the specification, timescales, budget and quality in the issued scope of work or purchase order. Your engaging manager will determine with you how best this should be done.
- 1.29. As an Associate, you are responsible for indemnifying yourself and the College against any claims arising from your activity (with the exception if you only carry out the role of invigilator). You shall maintain adequate insurance cover in respect of any loss, liability, costs, damages or expense that may occur.

2. Right to a written statement of engagement

- 2.1. The scope of work provides the information required as a written statement set out in section 1 of the Employment Rights Act 1996 to all workers, as well as employees. As a new starter after 6 April 2020, you have the right to be provided with this mandatory information, which improves the clarity and understanding of your engagement. This is specifically required for the information of all Personally Engaged Associates, and Corporate Associates if the scope of work is determined by the College to fall under IR35 Intermediaries Legislation.
- 2.2. You will have clarity of the work requirements, timescales and quality standards for an engagement, as set out in the scope of work, and you will be paid in accordance with the terms and conditions. Where issued, the purchase order or letter of engagement will set out the terms and conditions for the engagement, and these prevail in the event of conflict. In addition, this guidance document provides further detail to assist clarity and understanding. This document is issued to all new Associates accepted into Associate Pools, as well as being available on the [Associates page](#) of our website.
- 2.3. For clarity, the College of Policing Ltd engages you as an Associate to perform specific, discrete tasks.
- 2.4. As an Associate, you are generally engaged at a daily rate. This will usually be for a day of 7.4 hours excluding a meal break. There are a number of Pools, such as training and/or assessment, where the working day will be longer due to the nature of the work undertaken – for example, the completion of a record of assessment. Account of this additional demand has been factored into the overall fee daily rate. The scope of work describes the nature of the work.
- 2.5. A half-day engagement will receive a payment of half the day rate. Engaging managers may agree a full-day rate where extenuating circumstances apply – for example, travel in excess of 90 minutes each way, or where Associates engaged for an Associate Pool routinely work in excess of 7.4 hours per day.

- 2.6. Engagement for assessment and training delivery generally sees contact with delegates between 8am and 6pm, Monday to Friday. Where engagements require the Associates to work outside of these times, this will be clearly communicated in advance by the engaging manager.
- 2.7. After successfully completing any required training or shadowing provided by the College of Policing, you will be competent to undertake the scope of work that you are engaged for. Any of your own preparation in readiness to deliver the service that you have been procured for, as well as any continuing professional development, will be conducted in your own time at your own cost, and will not be subject to any fee.
- 2.8. Where your engagement is for design, quality assuring or coaching, this may be undertaken on days and at times convenient to you, unless otherwise determined by the nature of the work. This will be clearly communicated by your engaging manager and detailed in the scope of work, purchase order or letter of engagement.
- 2.9. If you are undertaking training, a training rate will be set by the engaging manager and clearly communicated to participating Associates in advance.
- 2.10. If you are a Personally Engaged Associates, you are entitled to holiday pay at 12.07%. There is no entitlement to sick pay or other paid leave for either Personally Engaged Associates or Corporate Associates.
- 2.11. You are able to raise any issue in relation to your engagement directly with the engaging manager. If matters cannot be resolved, they can be raised with the Chair of the AGG via email to Associates@college.pnn.police.uk or ultimately to the Ethics and Integrity Team, who can be contacted via email at Integrity.team@college.pnn.police.uk
- 2.12. The ARP is the process that considers whether the services of an Associate should be terminated, or whether the Associate should be given advice in respect of a performance issue. In the event of an appeal against the panel's decision, this should be raised in the first instance to the Chair of the ARP.
- 2.13. Once you have been accepted into a Pool and have successfully completed any necessary training, you will be available to be offered engagements in

accordance with the allocation policy for that scope of work. There is no probation period. Your retention in the Pool will be subject to continuing satisfactory performance of the work undertaken.

- 2.14. Where a scope of work requires training to be undertaken, this will be described within that scope of work.
- 2.15. You are required to comply with data protection and equalities legislation. The majority of Associates will be proficient in their understanding of this legislation for the purpose of the scope of work. Additional training may be incorporated in the scope of work. Where there is a requirement by the engaging manager for you to complete any of our equality and diversity, freedom of information, data protection or information security online learning, access may be arranged by your engaging manager through the Managed Learning Environment team.
- 2.16. The College of Policing does not supply references for any of our associates, as they engaged on a temporary contractual basis. Where an Associate has undertaken work within 12 months of the request for a reference, the College will confirm that the associate has been engaged during that period, but will not provide any additional information.
- 2.17. Where you are engaged on work outside of the UK (of any duration but, for the purpose of the written notice, a period of more than one month), then the terms below apply.
- Where a scope indicates that the training will be delivered 100% abroad (international delivery), the overseas location will be regarded as the individual's permanent workplace for the duration of the contract. Travel expenses from home to the overseas destination and return will not be subject to tax deductions. For those countries that require visas and/or extra medical considerations, such as malaria tablets, none of these expenses will incur a tax deduction. Daily fees for delivery and design days, per diems and other subsistence claims do not qualify for relief from tax, and PAYE deductions and National Insurance contributions (NICs) will be made accordingly.

- In the event of any sickness, this is to be reported to your duty manager in the first instance if engaged on international work.
- Per diems for International work will follow HM Revenue and Customs (HMRC) guidelines and will be agreed by the AGG. Per diems will be as consistent as possible but may vary by region or distance travelled. They will be detailed in the International Associate deployment pack, which is available via the appropriate international liaison officer (ILO).
- In relation to your international travel requirements, these must be agreed via the engaging manager prior to invoice submission. This may include specific requirements for long-haul flights, necessary inoculations, malaria tablets and visa provision.
- Taxi usage will be accommodated in specific instances where required due to international transfers. This must be approved by your engaging manager prior to submission of invoice.
- We will provide administrative support. The costs of any additional administrative support, such as copying, printing and postage, will not normally be paid. Any international engagement exceptions will be agreed prior to invoicing.
- We have appropriate travel insurance in place for you if you are engaged on international assignments. Details can be found in the individual International Deployment Document supplied for each engagement. If you require emergency assistance or need to make a claim while engaged on an international assignment, contact the duty manager as detailed in the International Deployment Document.

3. Taxation and payment

- 3.1. The following guidance is provided for your information as an Associate.
- 3.2. We use the HMRC Employment Status Indicator tool to determine whether individual scopes of work are taxable. This is the basis of our treatment of all Associates and Contractors. You are not an employee of the College of Policing Ltd.
- 3.3. IR35 (shorthand for the Intermediaries Legislation) does not apply to people who are engaged directly with the College. The tax implications of staying overnight on a College site are the same for Personally Engaged Associates and assessors, as well as those operating through an intermediary where IR35 applies.
- 3.4. HMRC have confirmed that the fixed-term appointment rule applies to prevent the travel expenses of Associates from qualifying for tax relief. Under this rule, a workplace will not be a temporary workplace if an employee spends, or is likely to spend, 40% or more of their working time at that workplace for more than 80% of the likely duration of the appointment. As individual Associates are contracted to deliver training at a particular location for a specified period of time, it follows that this location will be regarded as the individual's permanent workplace for the duration of the contract. Travel to and from the workplace (plus any associated hotel and subsistence costs) falls within the definition of ordinary commuting. As such, none of these expenses qualify for relief from tax, so PAYE deductions for tax and NICs should be made accordingly. Under the new Associates Pools system, the 'usual place of work' is identified for each scope of work. Where a scope has no usual place of work – for example, if delivery takes place at multiple force addresses – we will treat all places of delivery as temporary workplaces. If the scope is usually delivered at Ryton or Harperley Hall, this location will be treated as the permanent place of work for that Pool, with any incidental ad hoc deliveries elsewhere being treated as temporary workplaces. We have found that there is no dispensation that can be applied to the work of our Associates or examiners.

- 3.5. Section 2.17 of this document applies where a scope indicates that the training will be delivered 100% abroad (international delivery). The overseas location will be regarded as the individual's permanent workplace for the duration of the contract.
- 3.6. For accommodation on site, the tax charge is based on the number of overnight stays recorded in the tax year. The College has calculated the cost of each overnight stay as £74.50 (2019/20), which is the amount of taxable benefit, taxed at your marginal rate (20%, 40% or 45%). For clarity, for 2020/21, the overnight stay rate includes provision for bed and breakfast (breakfast whether taken or not). From April 2020, lunch and evening meals, where taken at Ryton or Harperley Hall, are to be paid for by the Associate and the cost reclaimed as an expense supported by receipt. A limited number of specified courses are except due to the nature of the work.
- 3.7. The overnight stay rate will be reviewed to reflect the cost of the overnight stay from 1 April each year. The cost for an overnight accommodation stay for 2020/21 has been calculated to be £76.50.
- 3.8. We will use data held in our room booking system to identify how many times each Associate has stayed overnight while engaged in a taxable delivery. The total number of nights will be multiplied by the overnight stay rate to arrive at the taxable benefit value for the year.
- 3.9. Before we report to HMRC, we will supply a statement to each relevant Associate detailing the dates identified and the total tax liability after the end of the tax year, to allow for review and queries.
- 3.10. Booked accommodation that is not required should be cancelled in advance to allow it to be reallocated. Similarly, Associates who do not require meals should notify College Associates Administration so that the meal provision at the college restaurants can be adjusted.
- 3.11. Associates attending as a delegate for induction or training will be provided with accommodation and meals as appropriate. Travel expenses will be reimbursed in accordance with the Travel and Expenses Policy. As a delegate, no taxable benefit is incurred.

- 3.12. Corporate Associates and Personally Engaged Associates are not entitled to sick pay or statutory sick pay, as these rights do not apply to workers or the self-employed.
- 3.13. In the event of any sickness, report this to the engaging manager and your duty manager (if engaged on international work) in the first instance.
- 3.14. If you work solely for Selection and Assessment and you are a Personally Engaged Associate, then you must submit an expense claim form along with receipts to the lead of the product. However, if you are a limited company, you would still need to submit an invoice with a purchase order number (as described in the following paragraph) to payables@college.pnn.police.uk
- 3.15. In all other circumstances, you must submit an invoice to payables@college.pnn.police.uk. The invoice must quote the purchase order for the work invoice, be addressed to the College, be marked as an invoice, and have an invoice number and invoice date. It should also show the company registration number and VAT registration number where these apply.
- 3.16. For Associates who receive a purchase order, you must always quote the purchase order number and your invoice must not exceed the purchase order value.
- 3.17. For Associates paid via payroll, you must submit receipts together with expense claim forms to the lead of the product, including any reference number given when the engagement form was issued.
- 3.18. As a potential Associate, you will need to successfully complete security vetting to the required level prior to being engaged. You are expected to pay for your own vetting, with the exception of examination invigilators, for which we will pay due to the infrequency of their engagement.
- 3.19. We define fee rates under the oversight of the AGG. This should be a rate that enables us to obtain the right skills while ensuring value for money.
- 3.20. We will review rates as necessary over time based on the demand for, and availability of, Associates.

- 3.21. Per diems for international work will follow HMRC guidelines and will be agreed by the AGG. Per diems will be as consistent as possible, but may vary by region or distance travelled.
- 3.22. Fee rates are included in the advertisement for the Pool, contained in the scope of work.
- 3.23. If you are an Associate engaged for training, you are required to hold a level 4 training qualification. An exception is for Technical Skills delivery, where you may be selected into the Associate Pool if you have met the advertised criteria, including subject matter expertise, but do not as yet hold the qualification. A reduced fee differential will be applied to reflect that you do not yet hold the level 4 trainer qualification.

4. Conflict of interest

4.1. The College must ensure that our work is carried out free from improper influence and that it is independent, fair and devoid of bias and is seen to be so. As an Associate, you are the supplier and may be engaged, employed or concerned in any other business, trade, profession or other activity that does not place it in a conflict of interest with the College.

4.2. The College will deem there to be a conflict of interest where a reasonable person would conclude that there is a real possibility that an Associate is, or could be, biased because of a particular interest. Examples of relevant interests where a conflict might arise include, but are not limited to, the following.

- Making a decision or leading on a piece of work where the Associate has a strong personal belief about the nature of the requirement.
- A past or present interest or relationship that could reasonably be thought to cast doubt on an Associate's independence or impartiality with regard to his or her duties as an Associate.
- Membership of, or any position within, a political party, pressure or interest group, voluntary organisation or any association connected directly or indirectly that may be a conflict.
- Being directly approached by a client to take on subsequent work as an independent consultant when that work results from, or is connected to, a piece of work undertaken on behalf of the College.
- A commercial conflict of interest and/or activities where the engagement of an Associate, who is also competing with the College for a similar – or the same – area of business, would provide the Associate with access to commercially sensitive or advantageous information, or access to clients that would provide them with an inappropriate commercial advantage to the detriment of the College, or would breach fair competition.

How does this apply in practice?

- 4.3. It is your responsibility not to put yourself or the work of the College in a position where there is a conflict between the duties required, as set out in the contract and your own private interests. You must keep your engaging manager updated where this might be the case, or in respect to any changes to your personal situation that might affect this.
- 4.4. As part of the expression of interest form, you must make known any conflict of interest and must confirm that you will proactively inform the College should a conflict occur at any time in the future.

5. Standard payment and cancellation terms for Associates

- 5.1. This section sets out the standard payment arrangements for Associates, which must be followed unless, in exceptional cases, a variation has been agreed with the Associate by the engaging manager.
- 5.2. Depending on the nature and area of an Associate's engagement with the College, there are two different approaches to invoicing the College. Each scope of work will detail the appropriate route to take.
- 5.3. For Personally Engaged Associates who are not engaged via Selection and Assessment, and for all Corporate Associates, we will issue a purchase order prior to the engagement detailing the following:
- purchase order number
 - day rate and number of days (or set fee, depending on the nature of the engagement)
 - dates of engagement
 - holiday pay for Personally Engaged Associates
 - agreed upper expenses limit
- 5.4. Once an engagement has been completed (or at agreed intervals throughout), Associates should email electronic invoices and any accompanying receipts to payables@college.pnn.police.uk.
- 5.5. The following information must be included on the invoice document issued by the Associate:
- purchase order number
 - invoice to: College of Policing Limited, [address]
 - company name and limited company registration number (Corporate Associates only)
 - Associate name and full address
 - invoice number: must be unique per individual invoice submitted
 - date of submission

- description: full details, including dates of when the work took place
 - invoice amount: clear breakdown showing net, VAT and gross amount
 - VAT registration number on invoices including VAT
- 5.6. For Corporate Associate engagements outside IR35, valid invoices (accompanied by all relevant receipts) will be paid within 30 days of invoice.
- 5.7. All other invoices are subject to a monthly payroll cycle. Valid invoices (accompanied by all relevant receipts) that are received on or before the 8th day of the month will be paid via BACS, with appropriate deductions for tax or National Insurance, on or around the 20th day of that month. Invoices received after the 8th will be paid on or around the 20th day of the following month. Failure to provide P46 details when requested will lead to payment delays.
- 5.8. Invoices that do not include the above information or corresponding receipts will be rejected and there will be a delay in payment.
- 5.9. From 1st January 2021 Personally Engaged Associates who meet the required eligibility criteria will be auto-enrolled in the NEST pension scheme unless they opt out. Further information on the NEST pension scheme can be found at [Your-quick-guide-to-Nest](#). The provision may be backdated from May 2017 if you are an Associate who was engaged during this period, if you are eligible for the scheme and you wish to do so. For more information contact HR.information@college.pnn.police.uk.

Personally Engaged Associates (Selection and Assessment)

- 5.10. Engagements on behalf of Selection and Assessment by Personally Engaged Associates will be paid by the following process.
- Payments should be claimed via a Selection and Assessment Claim Form.
 - You will invoice the College for completed work using the standard expenses and fee claim form. The agreed rate and allowable expenses will be set out in the issued confirmation of engagement email. You

should refer to your specific joining instructions for information on how to submit your claim.

- When we receive a claim on, or prior to, the 8th day of the month, payment will be made on or around the 20th day of the month.
- When we receive a claim after the 8th day of the month, payment will be made on or around the 20th day of the following month.
- If the 8th of the month falls over a weekend, or during a public holiday, then the cut-off for claim form receipts is the last working day prior to the 8th.

5.11. The following will be paid or reimbursed.

- Your Associate payment rates, in accordance with the rates set for the role. The payment terms for each piece of work will be confirmed in advance, in the scope of work document.
- Holiday pay at 12.07% will be payable on top of any Personally Engaged Associate Day Rate.
- To comply with HMRC requirements, we will make appropriate deductions relating to income tax and primary NICs from any payments made. From April 2017, we have to ensure compliance with IR35 Intermediaries Legislation. Depending on our interpretation of the engagement, if it is deemed to be within IR35, we will deduct the necessary income tax from the submitted invoice depending on the tax status determined via the P46. Each scope of work document will detail our specific position in relation to IR35.
- If an engagement is deemed to be within IR35, income tax will also be deducted from any expenses that are not considered exempt by HMRC (for example, travel expenses claimed to a permanent workplace), as defined in accordance with HMRC requirements.
- Associates contribution under auto-enrolment into NEST pension where the eligibility criteria are met, unless the Associate has elected to opt out.

5.12. The following will not be paid.

- Time spent discussing potential new work with College staff or partner agencies, and agreeing a resulting plan.
- Time incurred over and above the agreed plan, unless otherwise agreed in writing.

Travel and accommodation

- 5.13. The College **Travel and Expenses Policy** applies to all categories of College of Policing staff and Associates.
- 5.14. In relation to the engagement of Associates involving international travel section 2.16 refers.
- 5.15. Particular consideration will be given to the travel and accommodation needs of Associates with recognised disabilities, as defined in the Equality Act 2010.
- 5.16. Taxi fares may be reimbursed for journeys for which there is no other suitable method of public transport, where heavy luggage has to be transported to or from the place of departure, or where transporting several people is cheaper than public transport. Taxi usage will be accommodated in specific instances where international transfers require it. These instances must be approved by the engaging manager prior to submission of invoice. Exceptions include the following:
- the College will not refund tips
 - in Central London (Zone 1-2), public transport (bus and tube) should be used where possible
- 5.17. The costs of telephone calls will not normally be paid unless:
- the calls are agreed in advance (for example, if the project involves telephone interviews or telephone support)
 - the calls must be made (rather than received) by the Associate, for a substantiated reason

Associate review and termination

- 5.18. The Associate review process is outlined at 1.23 above. The full termination processes are detailed in the **Corporate Associate Terms and Conditions** and the **Personally Engaged Associate Terms and Conditions**.

6. Information technology

- 6.1. The College **Information Technology Use Policy** applies to all Associates selected for entry to a Pool that requires IT access. You are required to complete and return the Information Technology Use Policy as part of your acceptance into the Pool.
- 6.2. If you are engaged in a Pool that requires access to the Police Network, you must comply with equality and diversity, data protection, information security and freedom of information legislation. Where an engaging manager requires you to undertake training in these subjects, this should be arranged through the Managed Learning Environment team.

7. Security

- 7.1. Appropriate personnel security controls are in place to satisfy Her Majesty's Government (HMG) and Vetting Code of Practice requirements.
- 7.2. The College must apply the Vetting Code of Practice to Associates who have access to any of the following:
 - the College network
 - national police systems
 - police information, assets or estate
- 7.3. You are responsible for paying for and maintaining your own vetting, unless you are an invigilator.
- 7.4. The engaging manager will determine the appropriate level of vetting required for any particular Pool detailed in the scope of work, using the Vetting Assessment Tool.
- 7.5. You will be asked to either provide evidence or obtain vetting to the level relevant to the Pool via **Associates@college.pnn.police.uk**, which will then last for three years. The exception to this duration is NPPV3, which is valid for seven years provided an annual health check is completed.
- 7.6. It is important to note that vetting will lapse if you have not been engaged by the College within a rolling 12-month period.

- 7.7. Security clearance must be obtained and verified by the Associate Administration Team prior to any engagement.
- 7.8. You must satisfy residency criteria of force vetting in order to provide a checkable history.
- 7.9. Failure of vetting at any level will result in temporary withdraw from all Associate Pools pending any appeal or review. The College reserves the right to immediately cancel any engagements booked during the appeal or review period. Any other clearance will also be reviewed.
- 7.10. Police officers or police staff who have retired or otherwise left a force and wish to become an external Associate must undergo security clearance, as their force vetting clearance will have ceased. National Security Vetting may still be current up to a year after retirement.
- 7.11. In accordance with the College of Policing Vetting Procedures, you must inform Associates@college.pnn.police.uk if your personal circumstances change. This includes, but is not limited to, the following.
- Change of home address.
 - Change of partner or co-residents.
 - Change in stepparents and stepbrothers or stepsisters.
 - Arrest, conviction, police caution, summons, fixed penalty notice – for disorder or any other offence, such as theft – or any other civil or criminal proceedings brought against you, including all motoring convictions (except those restricted to parking infringements).
 - Association with any individual, including family members, who you know – or have reason to believe – has criminal convictions, is engaged in criminal activity or is associated with others involved in criminal activity.
 - Any significant change to financial circumstances, for example, bankruptcy, an adverse County or Sheriff Court Judgment, default accounts, entry into an individual voluntary arrangement or a debt management plan.
 - Involvement in, or approached by, any political, religious or protest groups of an extreme nature.

- Recent or future change to the length of time you are resident in the UK that may affect your residency or checkable history in relation to force vetting and National Security Vetting.
- 7.12. If there is any doubt whether a change of circumstances affects security clearance, then advice must be sought via the Associates Administration Team.
- 7.13. By being accepted onto the database and selected into any Pool, you will be issued with the following documents, which must be read, signed and returned (sent electronically to Associates@college.pnn.police.uk):
- an abridged Guide to the Official Secrets Act 1989
 - Government Security Classifications Mandatory Policy Guidelines, along with a Security Compliance Letter (SCL)
- 7.14. To report any security incident (actual or suspected), please inform contactcentre@college.pnn.police.uk immediately.
- 7.15. This policy is supported by a College of Policing Security Vetting Risk Acceptance Standard Operating Procedure, which will be managed by the College.

8. General Data Protection Regulation

Diversity monitoring data

- 8.1. Diversity monitoring data (selected protected characteristics) will be collected as part of the application process for Associate Pools, for the purpose of monitoring representation and to inform decision making. It will be handled in compliance with the General Data Protection Regulation (GDPR) and related data protection legislation.
- 8.2. The information will be processed under the lawful basis of consent. The Associate has the right to withdraw consent at any time. In order for us to fulfil our purpose, information will only be shared with internal College of Policing departments that are involved in collating diversity monitoring data. Personal information will only be shared with specific police forces, organisations, or Office of Police Crime Commissioners who have arranged to engage the services of Associates via the College of Policing. It will not be shared with any other external organisation. Information will only be held for as long as is necessary by the College of Policing and in accordance with the retention schedule. This will be six months for unsuccessful applicants and for the duration of retention on the Associate Pool plus one year for successful applicants.
- 8.3. We will hold personal data, provided as part of an application to become an Associate and/or to join an Associate Pool, in accordance with GDPR for the purposes of assessing the applicant's suitability to be included. If selected, the data will form part of the record for that Associate. The data collected as part of this process is being lawfully held for the purposes of entering into a contract and is necessary to determine the appropriateness of a successful applicant's contract. The information will not be used for any other purpose, subject to any legal requirements, and will not be disclosed to any third party other than specific police forces, organisations, or Office of Police Crime Commissioners who have arranged to engage the services of Associates via the College of Policing. In order for the College of Policing to fulfil its purpose, information may be shared with internal College of Policing departments that are involved in delivering services to the Associate.

Information will not be shared with any other external organisation outside the scope of work.

- 8.4. Information will only be held for as long as is necessary by the College of Policing and in accordance with its retention schedule. This will be six months for unsuccessful applicants and for the duration of retention on the Associate Pool plus one year for successful applicants.
- 8.5. Individuals have certain rights under the GDPR regarding their personal data, which includes the right to access the data held about them, to ensure it is accurate and to ask for it to be deleted or no longer processed. Individuals also have the right to complain about the processing of their information if they are not happy about any aspect of the processing.
- 8.6. For information about individuals' rights, please see the full privacy notice on the legal page of our website. Our data protection officer can be contacted by emailing: Data.Protection@college.pnn.police.uk

Successful Associate Pool data

- 8.7. Associates are engaged under a contractual arrangement. Personal data of those engaged as an Associate will be held by the College of Policing for the purposes of administering the Associates' engagement, deployment and work. It will be handled in compliance with the GDPR and related data protection legislation. Information obtained from Associates will be lawfully processed for the purposes of fulfilling a contract, as the work to be undertaken is conducted through a contractual arrangement.
- 8.8. In order for the College of Policing to administer the engagement and deployment of the contracted Associate, personal data of an Associate may be shared with internal College of Policing departments that are involved in delivering services to support that work. Personal data will only be shared with third parties directly involved in the work that the Associate is engaged in, as necessary to fulfil the contract. It will not be shared with any other external organisation.

- 8.9. Personal data will only be held for as long as is necessary by the College of Policing and in accordance with our retention schedule. This is likely to be for one year from the termination of engagement.
- 8.10. Associates have certain rights under the GDPR regarding their personal data, which includes the right to access data held about themselves, to ensure it is accurate and to ask for it to be deleted or no longer processed. Associates also have the right to complain about the processing of information if they are not happy about any aspect of the processing.
- 8.11. Our full privacy notice is available on the legal page of our website and provides further information on an individual's GDPR rights. Our data protection officer can be contacted by emailing:
Data.Protection@college.pnn.police.uk

9. Subject matter experts

9.1. In some cases, there is a need for a particular individual's specific expertise, knowledge, skill sets or experience. In these instances, there would be no benefit in creating an Associate Pool. These categories include but are not limited to:

- a recognised authority or expert in a particular subject, such as a published academic
- someone who has direct experience of dealing with a recent major incident
- someone who is a victim of crime and/or a campaigner on a particular subject
- someone with a particular skill set or background pertinent to a particular course or event

9.2. Subject matter experts may be required for the purposes of speaking at courses or events, including as panellists, or inputting to design and quality assurance of products.

9.3. This route is not applicable for:

- police officers, police staff or anyone employed by a public sector organisation – these individuals should follow the Service Associate route
- any engagements for which there could be a number of potential providers – a Pool should be created
- any roles that fall outside of the Associate process and fall into Contractor and Contingent Labour routes

Engaging subject matter experts

9.4. Engaging managers must follow procurement guidelines and submit the requirement to the AGG specifying the:

- name of the individual
- nature of the engagement
- duration

- location(s)
- fee rate (if applicable)
- vetting requirement, in accordance the **Security Vetting Policy**

9.5. The AGG maintains oversight over the appointment subject matter expert.

10. Service Associates

- 10.1. A Service Associate is a police officer, member of police staff or public sector employee with specific expertise, knowledge, skill set or experience of a learning programme or of policing, who is released by their home force or department to deliver a specified service, without payment to the individual other than expenses incurred.
- 10.2. Service Associates are supplied free of charge, or at an agreed rate to the home force or department or unit.
- 10.3. Interest from suitably qualified police officers or members of police staff is sought by engaging managers through National Police Chiefs' Council (NPCC) communities and established networks. We recognise that there is limited capacity within the service and the public sector for release of officers and staff to undertake Service Associate opportunities. Any engagement of the most appropriate person with the required specific expertise, knowledge, skill set or experience is subject to a fair and transparent process (within the NPCC community or network), in accordance with the Code of Ethics.
- 10.4. Service Associate pools are established according to business need.
- 10.5. The current Corporate Associate terms and conditions will apply to each of the Service Associate engagements.

11. Social media policy

- 11.1. The College of Policing Social Media Policy applies to all staff and Associates. The key principles for the guidance of Associates are as follows.
 - You should take a common-sense approach to how you conduct yourself online.
 - You must avoid making any social media communications that could damage the College's business interests or reputation (even indirectly).
 - You may wish to be an advocate for the College of Policing or policing in a professional capacity when posting on social media. You may wish to make the social media team aware if you plan to do so.

- You must clearly state that the views you publish online are your own – for example, ‘views expressed are my own’ – unless you are expressly authorised by the College to use social media to represent the College in a professional capacity.
- You must avoid getting involved in arguments and inflammatory debates.
- You may be liable for anything you write or present online that is deemed defamatory, abusive or harassing.
- You must not use social media to:
 - defame or disparage the College, our staff, Associates, Contractors or any third party
 - harass, bully or unlawfully discriminate against staff, Associates, Contractors or any other third parties
 - make false or misleading statements
 - impersonate colleagues or third parties
- You are expected to adhere to the Code of Ethics and Code of Conduct.
- Consider the privacy and security settings on your social media accounts.
- Do not share confidential information or intellectual property about the organisation or its employees.
- Do not take or share photographs or videos of individuals without the necessary permissions and consents.
- You must not sell or endorse any product or service that competes with and/or jeopardises the College’s reputation or services.
- The College of Policing’s branding, including logo, must not be used on your personal social media accounts.
- Personal use of social media in the workplace should be reasonable and legal, must not interfere with our business, and must comply with this guidance and the Social Media Policy.
- Please ensure that you do not post anything that contains your own political views. Also observe this during purdah, which is a period of six weeks before any election or referendum, where we cannot post anything that could influence votes.

12. Glossary

Associate:	Either a Personally Engaged Associate or a Corporate Associate, engaged by the College to perform specific, discrete tasks.
Associate Administration:	Administration team managing the systems, process and communications for Associates.
Associate Advocate:	Manager appointed by the Chair of the AGG to oversee application of policy, and to manage responses to Associate queries that may require a more detailed response.
Associate Governance Group:	The AGG maintains oversight of the resource Pool management.
Associate Review Panel:	An ARP is established by the Chair of the AGG to review an Associate's position in an Associate Pool or on an Associate list, to consider their continuation or withdrawal as an Associate following any investigation where it is considered that work has not been completed to a satisfactory standard or where conduct may have fallen short of the behaviours and principles of the Code of Ethics or College policies.
Contractors:	Defined by general Home Office Contractors and Contingent Labour (N.B. out of scope of this policy).
Corporate Associate:	Corporate Associates are corporate entities, including limited companies and partnerships, which provide individuals to perform any Associate Projects on behalf of the legal entity.

Home Office delegation:	The Home Office sets the financial parameters within which we can engage Associates. We are also subject to Home Office and the College procurement policy and procedures, as well as legal and regulatory requirements, including EU Directives.
Personally Engaged Associate:	A Personally Engaged Associate is an individual sole trader who performs any Associate tasks, and who shall not be an employee of the College of Policing Ltd nor classed as Contractor and Contingent Labour for internal, Home Office or Cabinet Office purposes.
Resource Pool:	A Pool of Associates defined in terms of the business need, skills required and the optimum number of Associates within that Pool.
Scope of work:	Defines the requirements of a business area's Associate Pool, captured in the scope of work setting out the business requirement and prerequisite information. Includes guidance on the selection and management of the Associate Pool and oversight by the AGG.
Subject matter expert:	<p>A particular individual with specific expertise, knowledge, skill set or experience. They are distinct from Corporate Associates or Personally Engaged Associates. They include but are not limited to:</p> <ul style="list-style-type: none">▪ a recognised authority or expert in a particular subject, such as a published academic▪ someone who has direct experience of dealing with a recent major incident▪ someone who is a victim of crime and/or a campaigner on a particular subject

- someone with a particular skill set or background pertinent to a particular course or event

Service Associate:

A Service Associate is a police officer, member of police staff or public sector employee with specific expertise, knowledge, skill set or experience of a learning programme or of policing. They are released by their home force or department to deliver a specified service, without payment to the individual other than expenses incurred. They are supplied free of charge, or at an agreed rate to the home force or department or unit.

About the College

We're the professional body for the police service in England and Wales.

Working together with everyone in policing, we share the skills and knowledge officers and staff need to prevent crime and keep people safe.

We set the standards in policing to build and preserve public trust and we help those in policing develop the expertise needed to meet the demands of today and prepare for the challenges of the future.

college.police.uk