

## Consolidated Licence

Between

**College of Policing Limited**

And

**Insert Licensee organisation/company name**

For the use of the College's Products as specified in the relevant Product Licence Schedules

Licence number: **Insert**

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**THIS LICENCE** is made on the 1<sup>st</sup> day of APRIL 2021 (the '**Licence Commencement Date**')

BETWEEN

- (1) **College of Policing Limited** (a company registered in England and Wales with registration number 08235199) of Leamington Road, Ryton-on-Dunsmore, Coventry, CV8 3EN (the '**Licensor**')

AND

- (2) **Insert organisation/company name and address** (the '**Licensee**')

Each a '**Party**' together the '**Parties**'.

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## 0. Background

- 0.1 The Licensor is the professional body for the police in England and Wales. It works to raise the professional status of police officers and police staff and plays a vital role in the training and development of police officers and staff, ensuring that they continue to retain the skills they need in order to fight crime and protect the public.
- 0.2 The Licensor is the owner of certain rights (including Intellectual Property Rights ('IPR')) in its Products (except where otherwise expressly assigned or jointly owned).
- 0.3 The Licensee wishes to use the Licensor's Products and in consideration of their respective obligations, as set out herein, both Parties agree to this Licence.

### IT IS AGREED AS FOLLOWS:

#### 1.0 Definitions

- 1.1 **'Charges'** means the charges payable for the use of the Products as set out in the relevant Product Licences.
- 1.2 **'Commencement Date'** means the date of this Licence and each Product Licence Schedule.
- 1.3 **'Commercial'** means intended for or directed toward any commercial advantage or monetary compensation.
- 1.4 **'Confidential Information'** means the Licensor's products and all information which has either been designated as confidential by the Licensor in writing (acting reasonably) or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading & operational practices, services, developments, trade & operational secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of the Licensor, all personal data and sensitive personal data within the meaning of the Data Protection Act 2018. It is understood by each party to this Licence, that the failure to refer to such information as confidential shall not prejudice the effect of this Licence.
- 1.5 **'Data Controller'** has the meaning given to it in the Data Protection Legislation.
- 1.6 **'Data Protection Legislation'** means (i) the General Data Protection Regulation, the Law Enforcement Directive and any applicable national implementing Laws as

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amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

- 1.7 **'End Users' or 'Third parties'** means the Licensee's partners, suppliers or customers for, and the ultimate users of, the Products.
- 1.8 **'FOIA'** means the Freedom of Information Act 2000.
- 1.9 **'Full Cost'** means the total cost of all the resources used in providing a good or service in any accounting period (usually one year). This includes all direct and indirect costs of producing the output (cash and non-cash costs) including a full proportional share of overhead costs and any selling and distribution costs, insurance, depreciation, and the cost of capital, including any appropriate adjustment for expected cost increases.
- 1.10 **'GDPR'** means the General Data Protection Regulation (EU) 2016/670.
- 1.11 **'Home Office Police Force'** means any of the 43 territorial police forces in England and Wales listed in Schedule D.
- 1.12 **'Intellectual Property Rights' or 'IPR'** means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, right in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals and extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 1.13 **'Internal Staff'** means directors, officers, employees and secondees but not associates, consultants, agents, partners, contractors or sub-contractors.
- 1.14 **'Learner(s)'** means Internal Staff or End Users who are eligible to receive training under this licence or are the ultimate users of the Product(s).
- 1.15 **'Licence'** means this licence agreement and includes its Schedules.

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- 1.16 **‘Licence Fee’** is the sum total of all Charges payable for the Product(s).
- 1.17 **‘Licensor Data’** means:
- a. the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
    - i) supplied to the Licensee by or on behalf of the Licensor; and/or
    - ii) which the Licensee is required to generate, process, store or transmit pursuant to this Licence; or
  - b. any Personal Data for which the Licensor is the Data Controller.
- 1.18 **‘Official Business Premises’** means at a location where the Licensee has a fixed or permanent business premise.
- 1.19 **‘Permitted Audience’** means the organisations whose staff are allowed to receive services or training from the Licensee under this Licence.
- 1.20 **‘Personal Data’** means personal data (as defined in the Data Protection Legislation) which is processed by the Licensee or any staff on behalf of the Licensor pursuant to or in connection with this Licence.
- 1.21 **‘Product Licence’** means the licence to use a specific Product on the terms of this Licence and any special terms and conditions as set out in the applicable Product Licence Schedule.
- 1.22 **‘Product’** means the Licensor’s product(s) (as described in the relevant Product Licence Schedule(s)) which are licensed by the Licensor to the Licensee in accordance with this Licence.
- 1.23 **‘Royalty’** means the sum or sums calculated in accordance with Schedule C.
- 1.24 **‘Royalty Rates’** means the royalty rates detailed in Schedule C.
- 1.25 **‘Sales Revenue’** means the total amount of income that the Licensee receives from the sale of services utilising the Product to its customers (excluding any VAT that the Licensee may or may not charge on the sale to their customer).
- 1.26 **‘Schedule(s)’** means any schedule or attachment to this Licence.
- 1.27 **‘Sub-licence’** means the grant by the Licensee of licensed rights to a third party.

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- 1.28 Clause, Schedule and paragraph headings shall not affect the interpretation of this Licence.
- 1.29 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.30 Words in the singular shall include the plural and vice versa.
- 1.31 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.32 A reference to writing or written includes faxes and, unless explicitly stated otherwise, email.
- 1.33 Where the words include(s), including or in particular are used in this Licence, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.34 Any obligation in this Licence on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.35 References to clauses and schedules are to the clauses and schedules of this Licence.

## **2.0 Grant of Licence**

- 2.1 This Licence shall commence on the date first appearing above (the '**Licence Commencement Date**') and shall expire on the 31 March 2026, unless terminated earlier in accordance with clause 2.14 or 4.1.21.
- 2.2 The Product Licence(s) shall commence on the date(s) specified in the relevant Product Licence(s) and shall expire on the earlier of any date specified in the relevant Product Licence(s) or the expiry of the Licence, unless otherwise terminated in accordance with this Licence.
- 2.3 This Licence is (and the Product Licences, granted under it, are) personal to the Licensee only and may not be assigned, mortgaged, charged, or sub-licensed by the Licensee unless expressly permitted in accordance with clause 4.1.14 or 4.1.15.

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- 2.4 The material supplied under this Licence is licensed for re-use only and must not be passed on to a third party without prior written consent from the Licensor.
- 2.5 The annual fee payable for this Licence (the '**Licence Fee**') is the sum total of all of the Charges payable for the Product(s).
- 2.6 The Licensor may, in its absolute discretion and upon giving the Licensee three months' written notice, unilaterally amend any of the Charges for Licensees who are not Home Office Police Forces.
- 2.7 The Licensor may, upon giving the Licensee three months' written notice, in its absolute discretion, unilaterally amend the method of calculation of Royalty Rates due under this Licence.
- 2.8 The Licence Fee is payable within 30 days of the Licence Commencement Date.
- 2.9 The Licence Fee is exclusive of any VAT applicable, which shall be payable in addition at the prevailing rate.
- 2.10 The Licence Fee is non-refundable in the event that the Licence is terminated for any reason.
- 2.11 A Party may terminate:
- 2.11.1 this Licence with immediate effect if the other Party breaches any material term of this Licence; or
- 2.11.2 a particular Product Licence if the other Party has breached any material term of that Product Licence; and
- in either case, if such breach cannot (in the Party's reasonable opinion) be remedied or, if capable of remedy, it is not remedied within 30 days of a request by the Party that the breach be remedied.
- 2.12 Upon termination of the Licence all Product Licence(s) shall automatically terminate with immediate effect.
- 2.13 Termination or expiry of a Product Licence does not constitute termination of the Licence.

2.14 Where the Licensor has served a notice on the Licensee requesting early termination (an **'Early Termination Notice'**) this Licence shall terminate on 31 March 2023. To be effective, such Early Termination Notice must be served any time prior to 31 December 2022.

### 3.0 Licensor's Obligations

3.1 Subject to the terms of this Licence, and the terms of the relevant Product Licence(s) the Licensor agrees to grant the Licensee, revocable, non-exclusive, non-transferable license to use, re-use, copy and distribute the Product(s).

#### 3.2 Product Licences

3.2.1 For an up-to-date list of which licensed products Licensees are licensed to use please refer to the 'Licensed Product and Licensees Register' on the Licensor's [website](#).

3.2.2 See Licensor's [Copyright and Licensing website page](#) for individual Product Licence Schedules containing a detailed overview of each Product.

3.2.3 As at the Licence Commencement Date, this Licence contains the following Product Licences:

Ref.	Licensed Products
TBA	List of Products licensed to the Licensee will be added accordingly

3.3 The Parties agree that further of the Licensor's products may be licensed to the Licensee under this Licence. Where the Licensee is not a Home Office Police Force, Products shall be added or removed by agreement of both Parties in writing. An up to date record of which Product(s) the Licensee is licensed to use shall be maintained by the Licensor and accessible to the Licensee via the Licensor's official website.

3.4 Where the Parties have agreed further product licences, in accordance with clause 3.3 above, such product licences shall be incorporated as Schedules to, and form part of, this Licence (and this Licence shall be subsequently construed accordingly).

3.5 The Licensor agrees to fully and effectively indemnify the Licensee against all 3<sup>rd</sup> party IPR claims (including without limitation legal costs and awards of damages) incurred by the Licensee arising directly or indirectly out of or in connection with any claim made against the Licensee that the performance, supply, receipt or use of the



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Products infringes the IPR of a third party. The Licensee shall notify the Licensor in writing of any such claim, and the Licensor shall have the right to conduct the claim and agree to any reasonable settlement thereof, at the Licensor's cost. This clause shall survive the expiry or earlier termination of this Licence.

#### **4.0 Licensee's obligations**

4.1 The Licensee shall ensure (or shall procure) that:

- 4.1.1 the Licensee has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures require, the consent of its parent organisation) to enter into and perform the Licence and shall ensure that the Licence is executed by a duly authorised signatory of the Licensee;
- 4.1.2 The Licensor's Products are only used for and delivered in accordance with the intended purposes as set out in this Licence;
- 4.1.3 Only the current version of the Licensor's Products (as may be updated from time to time) are used and are accessed via the Licensor's platforms as specified in the relevant Product Licence(s);
- 4.1.4 the prevailing terms and conditions of use for the Licensor's platforms as specified in the relevant Product Licence(s) are complied with;
- 4.1.5 the terms of this Licence are imposed on, and complied with, by the Licensees Internal Staff, End Users and Learners with access to and use of the Licensor's Products under this licence;
- 4.1.6 the Licensor is provided with the current contact details (name, job title, telephone and email) of the responsible person who is responsible for overseeing the use and delivery of the Licensor's Product(s) and who will ensure that the terms of this Licence and the relevant Product Licence(s) which may apply are understood and upheld by the Licensee's staff and its third party providers (if any);
- 4.1.7 it does not do or omit to do anything wilfully or in breach of this Licence which (in the reasonable opinion of the Licensor) may or does prejudice the Licensor's IPR in the Products;

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- 4.1.8 where the Licensee receives an enquiries from third parties relating to the Licensor's Product(s) the Licensee shall refer the third party to the Licensor promptly;
- 4.1.9 the Licensor has access at all reasonable times to oversee the Licensee's use of the Product(s) to ensure the Product Licence(s) are being complied with;
- 4.1.10 all applicable laws are complied with in the use of the Product(s) and exercising the rights under this Licence;
- 4.1.11 the Licensee obtains, at its own cost, all clearances, consents and provisions (including from any relevant authorities, collection societies and other relevant third parties) that are required in connection with its use of the Product(s), and shall pay any applicable fees and royalties to any relevant collection societies in accordance with their rules;
- 4.1.12 the Licensee obtains prior written approval from the Licensor to incorporate the Product(s), in whole or in part, in any context in any other works except as expressly permitted in the relevant Product Licence(s). Licensees wishing to obtain such permission should submit a completed Permissions Request Form to the Licensor;
- 4.1.13 the Licensee obtains prior written approval from the Licensor to modify, adapt, merge, translate or create derivative works based on whole or any part of the Product(s) except as expressly permitted in the relevant Product Licence(s). Licensees wishing to obtain such permission should submit a completed Permissions Request Form to the Licensor;
- 4.1.14 the Licensee obtains prior written approval from the Licensor to sub-contract the delivery or re-use of the Product(s) to any other person or third party. For Licensees who are Home Office Police Forces, such approval shall not unreasonably be withheld. Licensees wishing to obtain such permission should submit a completed permissions request form to the Licensor as set out in Schedule A (a '**Permissions Request Form**'). In the event of such approval being granted, the Licensee shall:
- a. be responsible for conducting their own appraisal and due diligence of any business or person they are contracting with. In granting the Licensee

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- approval to sub-licence its Product(s) the Licensor does not approve or endorse any such business or person;
- b. remain responsible to the Licensor for the performance of its obligations under the Licence notwithstanding the appointment of any sub-licensee and be responsible for the acts, omissions and neglects of its sub-licensees;
  - c. impose obligations on its sub-licensees in the same terms as those imposed to this Licence and shall procure that the sub-licensee complies with such terms; and
  - d. provide a copy, at no charge to the Licensor, of any sub-licence on receipt of a request for such by the Licensor's authorised representative;

4.1.15 the Licensee obtains prior written approval from the Licensor either to deliver the training OR to make the Product(s) available to any other person or third party beyond the permitted audience stated in the Product Licence. For Licensees who are Home Office Police Forces, such approval shall not unreasonably be withheld. Licensees wishing to obtain such permission should submit a completed Permissions Request Form to the Licensor. In the event of such approval being granted, the Licensee shall:

- a. ensure, in the event that training is being delivered internationally or to an international delegate, that the Licensee complies with all applicable processes and guidance relating to the provision of police assistance overseas and has submitted an International Police Assistance Brief (IPAB) Referral Form via the IPAB online platform (<https://51.231.180.190/#/login>) at least 14 days before contract and/or commencement and acts on the advice given. The referral process provides advice and support from police and government departments to ensure consistency with British foreign policy and is operated by the Joint International Policing Hub;
- b. ensure that if they make the Product(s) available electronically, via digital platforms or media, for use by End Users (to the extent allowed by this Licence), the Licensee shall, at its own cost, implement appropriate technological protection measures to ensure that the Product(s) are used solely within the scope of the rights granted to the Licensee;

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- c. ensure that End Users of the Product(s) are not able to copy, transfer or communicate the Product(s) to the public, or in any way exploit the Product(s) other than as allowed by this Licence;
  - d. require all End Users, before the Licensee delivers any of the Product(s) to them, to agree to terms and conditions of use of the Product(s) that:
    - i) require them to comply with all applicable laws in using the Product(s);
    - ii) state that the Product(s) being supplied are only for the End User's personal use;
    - iii) prohibit reproduction or distribution of the Product(s); and
    - iv) contains a reservation for the Licensor of all Intellectual Property Rights and other rights in the Product(s); and
  - e. ensure their terms of use of the Product(s), and any material changes to them from time to time, is approved by the Licensor in advance and before the Product(s) are made available to End Users subject to their terms;

4.1.16 the Licensee obtains prior written approval from the Licensor to use the Product(s) for Commercial purposes beyond what is permitted in the Product Licence. Licensees wishing to obtain such permission should submit a completed Permissions Request Form to the Licensor. In the event of such approval being granted, the Licensee shall:

- a. pay to the Licensor the Royalty as outlined in Schedule C. The Royalty will be calculated at the last day of each September and March during the term of this Licence;
- b. submit a statement within 30 days of each date, showing the net sales revenue of products sold in the six month period, the Royalty due and a corresponding purchase order number, to the Licensor for such a period. The Licensor will issue an invoice to the Licensee and each payment of the Royalty will be due and payable 30 days after the date of the invoice from the Licensor. In addition, VAT may be charged on Royalty fees at the prevailing rate; and

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- c. indicate on the statement 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 represent a true and accurate account and shall be authorised by an authorised signatory of the Licensee;
- 4.1.17 the Licensee obtains prior written approval from the Licensor to host the Product(s) (excluding e-learning and any other College produced digital content including videos, audio files, games, animations and materials which are classified as Official-Sensitive or above) on alternative platforms to that specified in the relevant Product Licence(s). Licensees wishing to obtain such permission should submit a completed Permissions Request Form to the Licensor. In the event of such approval being granted, the Licensee shall:
- a. ensure only the current version of the Licensor's Products (as may be updated from time to time) are used;
  - b. accept the materials are provided on an 'AS IS' basis without any warranty of any kind regarding compatibility, security or that the Product(s) are free of viruses or anything else that is harmful or destructive; and
  - c. accept that the Licensor will not be liable for any indirect or consequential loss or damage whatsoever arising out of or in connection with the hosting of the Product(s) on alternative platforms;
- 4.1.18 any copies or extracts of the Product(s) produced and/or distributed in any way by the Licensee contains the following attribution: '© **College of Policing Ltd reproduced under licence**';
- 4.1.19 the Licensee's advertising and marketing of its services using the Product(s) does not mislead potential customers or reduce or diminish the reputation, image or prestige of the Licensor;
- 4.1.20 the Licensor's Confidential Information is maintained in confidence and all reasonable security precautions in the safe keeping and handling of such Confidential Information are taken. This clause shall survive the expiry or earlier termination of this Licence;
- 4.1.21 the Licensor is notified if the Licensee wishes to terminate this Licence or any Product hereunder at any time before 31 March 2026 by giving the Licensor three months written notice of the proposed termination date;

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- 4.1.22 access to and use of the Product(s) is immediately discontinued upon any termination of the Licence, or in the case of the termination of a Product Licence the use of the relevant Product is immediately discontinued;
- 4.1.23 notify the Licensor, immediately, in the event of any breach of this Licence; and
- 4.1.24 ensure it has adequate insurance coverage (including but not limited to public liability insurance) in place for the duration of the Licence (and for a minimum of six years following the end of the Licence), and shall provide evidence of such insurance to the Licensor on request. Where the Licensee is a public body and has in place appropriate self-insurance arrangements, this provision is waived.

## **5.0 Confidentiality and Security**

- 5.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Licence the Licensee shall:
- a. treat the Licensor's Confidential Information as confidential and safeguard it accordingly; and
  - b. not disclose the Licensor's Confidential Information to any other person without the Licensor's prior written consent.
- 5.2 Clause 5.1 shall not apply to the extent that:
- a. such disclosure is a requirement of law placed upon the Licensee, including but not limited to any requirements for disclosure under the Freedom of Information Act 2000 (the 'FOIA') pursuant to clause 7;
  - b. such information was, by reasonable proof, already in the possession of the Licensee, without obligation of confidentiality prior to its disclosure by the Licensor;
  - c. such information was received from a third party in lawful possession of such information without restrictions as to use and disclosure;
  - d. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Licence; or

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- e. it is independently developed without access to the Licensor's Confidential Information.
- 5.3 The Licensee may only disclose the Licensor's Confidential Information to such of its staff who are directly involved in the delivery and / or use of the Licensor's Products and who need to know the information, and shall ensure that such staff are aware of and shall comply with these obligations as to confidentiality.
- 5.4 The Licensee shall not, and shall procure that its staff do not, use any of the Licensor's Confidential Information received otherwise than for the purposes of this Licence.
- 5.5 Nothing in this clause 5 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Licence in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
- 5.6 The provisions under this clause 5 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.
- 5.7 The Licensee must not contravene the Official Secrets Act 1911 to 1989. The Licensee must familiarise itself with these Acts and take all reasonable steps to ensure that its staff and, if applicable, its sub-licensees and their employees and agents are familiar with them and that these persons comply with them.
- 5.8 The Licensee shall take all measures necessary to comply with the provisions of any enactment relating to security, including but not limited to the **Government Security Classifications Policy**, which may be applicable to the Licensee in respect of the Licence.
- 5.9 The Licensee shall take all reasonable measures, by the display of notices or other appropriate means, to ensure that its employees, and if applicable, its sub-licensees and their employees and agents have notice that all provisions referred to in clause 5.8 will apply to them and will continue to apply to them, if so applicable, after the expiry or earlier termination of the Licence.
- 5.10 In the event that the Licensee fails to comply with this clause 5, the Licensor reserves the right to terminate the Licence by notice in writing with immediate effect.

## 6.0 Service of Notices and Communications

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- 6.1 Except as otherwise expressly provided within this Licence, no communication from one Party to the other shall have any validity under this Licence unless made in writing by or on behalf of the Party concerned.
- 6.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter, or by facsimile transmission or electronic mail. Such notices shall be addressed to the other Party in the manner referred to in clause 6.3. If the other Party does not acknowledge receipt of any such letter, facsimile transmission or item of electronic mail, and, in the case of a letter, the relevant letter is not returned as undelivered, the notice or communication shall be deemed to have been given 2 working days after the day on which the letter was posted.
- 6.3 For the purposes of clause 6.2, the address of each Party shall be:
- a. **The Licensor:** Leamington Road, Ryton-on-Dunsmore, Coventry, CV8 3EN. For the attention of: the IPR & Licensing Manager. Email: [copyright&licensing@college.pnn.police.uk](mailto:copyright&licensing@college.pnn.police.uk)
  - b. **The Licensee:** its principal place of business as stated on page 2 of this Licence.
- 6.4 Either Party may change its address for service by notice given in accordance with this clause 6.

## 7.0 General

- 7.1 This Licence supersedes all prior agreements, arrangements and understandings between the Parties concerning its subject matter.
- 7.2 Any failure or delay by either party in exercising its rights under any provisions of this Licence shall not be construed as a waiver of those rights at any time now or in the future.
- 7.3 The Licensee acknowledges and accepts that the Product(s) is/are of satisfactory quality and fit for its/their intended purpose(s) and use in accordance with this Licence. Where the Licensee is not a Home Office Police Force, the Licensee acknowledges and accepts that the licensed product(s) have been primarily developed for use by Home Office Police Forces in England and Wales for a policing purpose.



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- 7.4 The rights, benefits and obligations of the Parties under this Licence may not be assigned, transferred, charged, or otherwise disposed of in whole or in part (nor shall either Party enter into any commitment or agreement to do any of the above) without the prior written consent of the other Party (to be given at that other Party's absolute discretion).
- 7.5 Subject to the terms of this Licence, no purported amendment or variation to this Licence or any provision of this Licence shall be effective unless it is made in writing by means of a variation form as set out in Schedule B (the '**Variation Form**') duly signed by or on behalf of each of the Parties. The Licensor reserves the right to confirm revised permissions, whether temporarily or permanent, in respect of Product Licences by email or letter as agreed between the Parties.
- 7.6 Nothing in this Licence excludes or limits the liability of either Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
- 7.7 Save in respect of IPR, each Party (the '**Indemnifier**') agrees to indemnify the other Party (the '**Indemnified**') against all 3<sup>rd</sup> party claims (generally up to a maximum of £300,000 in total) against all 3<sup>rd</sup> party claims (including without limitation legal costs and awards of damages) incurred by the Indemnified arising directly or indirectly out of or in connection with any claim made against the Indemnified that the performance, supply, receipt or use of the Products by the Indemnifier in breach of the terms of this Licence. The Indemnified shall notify the Indemnifier in writing of any such claim, and the Indemnifier shall have the right to conduct the claim and agree to any reasonable settlement thereof, at the Indemnifier's cost. This clause shall survive the expiry or earlier termination of this Licence;
- 7.8 Notwithstanding anything to the contrary in this Licence, neither Party shall have any liability to the other for any loss of production, profit, business, contract, revenues or anticipated savings, or any other financial or economic loss or any indirect or consequential loss or damage whatsoever under this Licence.
- 7.9 This Licence shall be governed by, construed and take effect in accordance with English law and the English courts shall have exclusive jurisdiction to settle any claim or dispute which may arise out of or in connection with this Licence.
- 7.10 The persons signing this Licence representing the Licensee and the Licensor shall have full authority to do so on behalf of each of their respective organisations.

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7.11 In the event of a conflict in the provisions of this Licence, the following shall prevail in the order set forth below:

7.11.1 the Product Licence(s), including any special terms and conditions set out therein;

7.11.2 the terms and conditions of the Licence.

## **8.0 Transparency and Freedom of Information**

8.1 The Parties acknowledge that the Licensor is and that the Licensee may be subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together the 'Act') and hereby agree to cooperate and provide each other with such reasonable assistance as is required in order to comply with the provisions of the Act in respect of this Licence.

8.2 If either Party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to this Licence, the matter shall be promptly referred to the Data Protection Officer of each Party (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect this Licence, without the prior approval of the other Party concerned (or its nominated representatives).

## **9.0 Data Protection**

9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Licensor is the data controller and the Licensee is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

9.3 Without prejudice to the generality of clause 9.1, the Licensor will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Licensee for the duration and purposes of this agreement.

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- 9.4 Without prejudice to the generality of clause 9.1, the Licensee shall, in relation to any Personal Data processed in connection with the performance by the Licensee of its obligations under this agreement:
- 9.4.1 process that Personal Data only on the written instructions of the Licensor unless the Licensee is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Licensee to process Personal Data (Applicable Laws). Where the Licensee is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Licensee shall promptly notify the Licensor of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Licensee from so notifying the Licensor;
- 9.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Licensor, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 9.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 9.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Licensor has been obtained and the following conditions are fulfilled:
- 9.4.4.1 the Licensor or the Licensee has provided appropriate safeguards in relation to the transfer;
- 9.4.4.2 the data subject has enforceable rights and effective legal remedies;

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- 9.4.4.3 the Licensee complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 9.4.4.4 the Licensee complies with reasonable instructions notified to it in advance by the Licensor with respect to the processing of the Personal Data;
- 9.4.5 assist the Licensor, at the Licensor's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 9.4.6 notify the Licensor without undue delay on becoming aware of a Personal Data breach;
- 9.4.7 at the written direction of the Licensor, delete or return Personal Data and copies thereof to the Licensor on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 9.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 9.
- 9.5 The Licensor does not consent to the Licensee appointing any third party processor of Personal Data under this agreement as a third-party processor of Personal Data under this agreement.
- 9.6 The Licensor may, at any time on not less than 30 days' notice, revise this clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

## **10.0 Counterparts**

- 10.1 This Licence may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

## **11.0 Agreement**

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11.1 The Licensee and the Licensor agree to be bound by the conditions set out in this Licence.

**Signature page follows**

DRAFT TEMPLATE

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**By signing this Licence each signatory warrants that they are an authorised signatory.**

Signed by for and on behalf of **LICENSOR**:

Name: Nick Bayley

Title: Director of Enabling Services

Email: nick.bayley@college.pnn.police.uk

.....

Authorised Signatory

Date:

Signed for and on behalf of **LICENSEE**:

Name:

Title:

Email:

.....

Authorised Signatory

Date:

PERMISSION REQUEST FORM [See Clauses 4.1.12, 4.1.13, 4.1.14, 4.1.15, 4.1.16 and 4.1.17]

**PERMISSION REQUEST FORM FOR EXISTING LICENSEES**  
(As required under Clause 6 - Service of Notices and Communications)

**Note:** In accordance with clauses 4.1.12 to 4.1.17 of the standard licence, you must use this form to request permission to:

- Sub-contract delivery or share Licensor's licensed Products with any other person or third party e.g. external trainers, suppliers or partner organisations.
- Extend the 'permitted audience' granted under your standard Licence e.g. to include non-Home Office Police Force personnel, wider law enforcement agencies or private companies.
- Commercialise Licensor's licensed Products e.g. to supply services at abated/part cost, full cost or full cost plus a return.
- Host Licensor's licensed Products (excluding e-learning and any other College produced digital content including videos, audio files, games, animations and materials which are classified as Official-Sensitive or above) on alternative platforms.
- Incorporate Licensor's licensed Products, in whole or in part, in any context in any other works.
- Modify, adapt, merge, translate or create derivative works based on whole or any part of the Licensor's licensed Products.
- Deliver the Licensor's licensed Products outside of the specified delivery requirements and/or licence terms.

<b>Organisation / Licensee requesting permission:</b>	<b>Date of request:</b>
<b>Initiator making the request</b> (name, job title, email and tel.):	
<b>State which licensed Product(s) this request refers to:</b>	
<b>State what permission is being requested and the reason for request:</b> (brief summary including to whom, for what purpose, dates/duration, volume, frequency and the financial objective i.e. whether commercial or non-commercial). <b>Note:</b> 'non-commercial' means not intended for or directed toward any commercial advantage or monetary compensation. If 'commercial' please note the requirements under clause 4.1.16 including the payment of royalties to the Licensor.	
<b>If delivery of the Licensor's Product is being sub-contracted to any other person or third party please state how the Product will be accessed:</b> (e.g. via Licensor systems such as the MLE) <b>Note:</b> In the event of approval being granted, the licensee will responsible for facilitating and managing the third parties' access and shall remain responsible to the Licensor for the performance of its obligations under the license – clause 4.1.14 refers.	
<b>State whether the Licensor's Product is to be amended or incorporated into other materials. If yes, will Licensor's Product constitute less than 50% of the entire product?</b> <b>Note:</b> In the event of approval being granted, the Licensor will not accept any responsibility for any changes made to its materials).	

**Note:**

- In the event of approval being granted, the Licensee shall be responsible for conducting their own appraisal and due diligence of any business or person they are contracting with.
- The Licensor does not approve or endorse any business or person the Licensee engages.
- In the event that services are being delivered internationally or to an international client then, in accordance with clause 4.1.15, the Licensee must comply with all applicable processes and guidance relating to the provision of police assistance overseas including the submission of an International Police Assistance Brief (IPAB) Referral Form via the IPAB online platform (<https://51.231.180.190/#/login>) at least 14 days before contract and/or commencement and must act on the advice given.
- Any permissions granted under this request shall be subject to clauses 4.1.12 to 4.1.17, as applicable.
- Any permissions granted are automatically rescinded if your statement, representation, explanation, information made on, about or in connection with the permission request is untrue or incorrect.

Please submit the completed form to the Licensor by e-mail to: [Copyright&Licensing@college.pnn.police.uk](mailto:Copyright&Licensing@college.pnn.police.uk)

**For Official Use:**

Decision Authorised or Not Authorised By:	
Date decision Authorised / Not Authorised (brief reason if not):	
Decision communicated to originator by:	
If Authorised, Notice issued by:	
Notice Number and Date:	

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## Schedule B

### VARIATION FORM [See Clause 7.5]

[To be completed according to specific Licence / Product Schedule and where relevant]

LICENCE NO.: [insert]

PRODUCT SCHEDULE NO.: [insert]

VARIATION NUMBER: [insert]

BETWEEN The College of Policing Limited (hereinafter called '*the Licensor*' and [INSERT LICENSEE NAME] (hereinafter called '*the Licensee*')

1. The [License] [Product Schedule] is varied as follows:
  - In consideration of [insert] the Parties agree to [insert]
2. Words and expressions in this Variation shall have the meanings given to them in the Licence.
3. The [License] [Product Schedule], including any previous variations, shall remain effective and unaltered except as amended by this variation.
4. The Licensee warrants, represents and undertakes for the duration of the Licence that, as at the date of this variation all statements, representation, explanations and information previously made on, about or in connection with the request for a variation is true, accurate and not misleading, save as may have been specifically disclosed in writing to the Licensor prior to execution of this variation.
5. In the event of breach of the foregoing, any permissions granted are automatically rescinded and the variation is automatically rescinded.

**By signing this Licence each signatory warrants that they are an authorised signatory.**

**SIGNED** for and on behalf of the Parties:

For the Licensor

For the Licensee

By:

By:

Full name:

Full name:

Title:

Title:

Date:

Date:



## Schedule C

### Royalty Rates *[See Clause 4.1.16]*

- 12.5% of Sales Revenue (excluding any VAT that the Licensee may or may not charge on the sale to their customer).

This rate may vary if the Licensor's Product constitutes less than 50% of the entire Product in which case the following formula will be used to determine the Royalty rate:

(12.5% of Sales Revenue) x percentage of the Licensee's Product which is the Licensor's Product.

DRAFT TEMPLATE

## Schedule D

### Home Office Police Forces in England and Wales

1. Avon and Somerset Constabulary
2. Bedfordshire Police
3. Cambridgeshire Constabulary
4. Cheshire Constabulary
5. City of London Police
6. Cleveland Police
7. Cumbria Constabulary
8. Derbyshire Constabulary
9. Devon and Cornwall Police
10. Dorset Police
11. Durham Constabulary
12. Dyfed-Powys Police
13. Essex Police
14. Gloucestershire Constabulary
15. Greater Manchester Police
16. Gwent Police
17. Hampshire Constabulary
18. Hertfordshire Constabulary
19. Humberside Police
20. Kent Police
21. Lancashire Constabulary
22. Leicestershire Constabulary
23. Lincolnshire Police
24. Merseyside Police
25. Metropolitan Police Services
26. Norfolk Constabulary
27. North Wales Police
28. North Yorkshire Police
29. Northamptonshire Police
30. Northumbria Police
31. Nottinghamshire Police
32. South Wales Police
33. South Yorkshire Police
34. Staffordshire Police
35. Suffolk Constabulary
36. Surrey Police
37. Sussex Police
38. Thames Valley Police
39. Warwickshire Police
40. West Mercia Police
41. West Midlands Police
42. West Yorkshire Police
43. Wiltshire Police