AGREEMENT

# between **the College of Policing Limited**

and

**[Publisher Name]**

# for Exclusive Rights to Publish College Endorsed Manuals for the National Police Promotions Framework Step Two Legal Examinations (Sergeant and Inspector) and the National Investigators’ Examination

Contract Reference: S-0174

Business Development and

Membership Directorate

College of Policing

Sunningdale Park

Larch Avenue

Ascot

Berkshire SL5 0QE

contracts@college.pnn.police.uk

### **Section 1- FORM OF AGREEMENT**

**AGREEMENT FOR: Exclusive Rights to Publish College Endorsed Manuals for the National Police Promotions Framework Step Two Legal Examinations (Sergeant and Inspector) and the National Investigators’ Examination**

**REFENCE NUMBER : S-0174**

**DATED :** **DD MMM YYYY**

**BETWEEN**

1. the **College of Policing Limited,** a company limited by guarantee registered in England and Wales with registration number 8235199, whose registered office is situated at Leamington Road, Ryton-on-Dunsmore, Coventry, Warwickshire, CV8 3EN (the “College”);

and

1. **[Publisher Name] [**whose principal place of business is at [address]**]** **OR** a [limited liability company registered in [jurisdiction] with registration number [registration number] and whose registered office is situated at [address]**]** (the “Publisher”),

 each a “Party” and together the “Parties".

**BACKGROUND**

1. The College is the professional body for all policing in England and Wales. Acting in this capacity, it is mandated to set and assess standards in respect of which it oversees certain examinations.
2. The Publisher is experienced in the field of academic publishing and has access to Authors who are qualified and experienced in the specific subject matter relevant to these examinations.
3. The College requires the Publisher to publish, promote, sell and distribute manuals covering content from the College’s syllabi for (a) the National Police Promotions Framework Step Two Legal Examinations (Sergeant and Inspector) and (b) the National Investigators’ Examination (the **“**Manuals**”**).
4. The Publisher has submitted an offer to publish the Manuals under payment of royalties (the “Bid”), and the College has accepted the Publisher’s Bid.
5. In consideration of publication of the Manuals and royalty payments on the terms and conditions set out in this Agreement, the College is willing to grant the Publisher exclusive rights to use the College’s Endorsement and relevant logos.

**IT IS AGREED as follows:**

##### 1. Documents

This Agreement is comprised of the following sections:

 Section 1 Form of Agreement

 Section 2 General Conditions

 Section 3 Special Conditions

 Section 4 Scope of Work

 Section 5 Schedule of Prices

 Section 6 Form of Variation

This Agreement constitutes the entire agreement relating to the subject matter between the Parties and supersedes all previous communications between the Parties.

##### 2. Contract Signature

If this Agreement is not returned to the Commercial Officer (as identified in Section 3) duly signed and dated on behalf of the Publisher within 30 days of the date of signature on behalf of College, the College will be entitled, at its sole discretion, to declare this Agreement void.

No rights will be deemed granted by the College nor work undertaken under this Agreement until a copy of the Agreement, signed on behalf of the Publisher, is returned to the Commercial Officer.

##### 3. Commencement and Duration of the Services

This Agreement shall commence on 1 September 2016 (the “Commencement Date”) and shall continue, unless terminated earlier in accordance with Clause 11 (Termination), for a period of 3 (three) years (the **“Initial Term”**), when it shall terminate automatically without notice **unless**, no later than 3 (three) months before the end of the Initial Term (or any Extended Term agreed under this clause), the Parties agree in writing that the term of the Agreement shall be extended for 2 (two) years (the **“Extended Term”**).

**Unless it is further extended** under this clause or terminated earlier in accordance with clause 11 (Termination), the Agreement shall terminate automatically without notice at the end of an Extended Term.

##### 4. Signature

By signing this Agreement each signatory warrants that s/he is an authorised signatory of the relevant Party.

We have read the Agreement and confirm our acceptance of the terms and conditions set out therein.

|  |  |
| --- | --- |
| Signed by for and on behalf of **COLLEGE OF POLICING LIMITED**By [NAME OF AUTHORISED SIGNATORY], Director, Business Development & Membership | .......................................Authorised SignatoryDate: |
| Signed for and on behalf of **[NAME OF BIDDER]**by [NAME OF AUTHORISED SIGNATORY],[role] | .......................................Authorised SignatoryDate: |

### **Section 2- GENERAL CONDITIONS**

The Services shall be subject to the College’s [General Conditions](http://www.college.police.uk/Legal/Documents/GenConditions-UK-Oct2015.pdf).

### **Section 3 - SPECIAL CONDITIONS**

##### 1. College Officials

* 1. **The College’s Manager is:**

Helen Slimmon, Senior Psychologist

Central House

Beckwith Knowle

Otley Road

Harrogate

HG3 1UF

Phone: +44 (0) 1423 876609

Email: Helen.Slimmon@college.pnn.police.uk

* 1. **The Commercial Officer is:**

Cora Burke,

Albert Day Building,

Sunningdale Park,

Larch Avenue,

Ascot

Berkshire SL5 0QE

Telephone: +44 (0) 7920 541337

Email: cora.burke@college.pnn.police.uk

##### ****2. Publisher Officials****

* 1. **The Publisher’s Manager is:**

[Name], [role]

[Address]

Phone: [phone in international format]

Email: [Email]

##### 3. Additional Documents to be included in this Agreement

The following documents are included in and form part of the Agreement in addition to Sections 1-5 inclusive:

[Insert the successful Bidder’s Bid]

##### 4. Additional Definitions

The following definitions shall be incorporated:

**Agreed Meeting Frequency** means once every six months or as may be agreed between the Parties from time to time;

**Author** means author of the Eligible Manuals;

**Electronic Version** means a version of an Eligible Manual in any digital format suitable for download on a mobile device (e-reader);

**Eligible Manuals** means manuals which cover all sections of the relevant Syllabus as provided by the College for (a) the National Investigators’ Examination, or (b) the National Police Promotions Framework and whose body text content comprise at least 90% content from that Syllabus;

**Endorsement** means (a) the College’s recommendation; and (b) grant of permission to College logos as set out in Clause 3A of Section 3 (Special Conditions);

**Examination Blueprint** means the product of a legislation survey within Sergeant & Inspector ranks rated for frequency and importance to inform ranked cross-product indices.

**Fees** means the fees for Services rendered as set out in Section 5 (Pricing)

**National Investigator’s Exam** or **NIE** means the qualifying examinations for all officers seeking entry to the Investigators’ Development Programme

**National Police Promotions Framework** or **NPPF** means the four step promotion process for police officers seeking promotion to the rank of sergeant or inspector;

**Royalty** as set out in Section 5 (Pricing);

**Requirements** means the requirements as set out in Section 4 (Scope of Work);

**Services** means the services to be provided by the College to the Publisher under this Agreement as set out in Section 4 (Scope of Work);

**Stated Purpose** means the publication of Eligible Manuals for the NIE and NPPF examinations;

**Syllabus** means the syllabus for (a) the National Investigators’ Examination, or (b) the National Police Promotions Framework Step Two Legal Examinations;

**Term** means the term of this Agreement, as set out in Section 1 : 3 (Form of Agreement).

**Timetable** means the timetable in respect of each edition of the Eligible Manuals to be agreed in writing on an annual basis in good faith by the Parties

##### 5. Notices

**The addresses for service of a notice are as follows:**

* + 1. College:
			1. address: Albert Day Building, Sunningdale Park, Larch Avenue, Ascot, Berkshire, SL5 0QE
			2. for the attention of: the Commercial Officer
			3. email address: contracts@college.pnn.police.uk.
		2. Publisher:
			1. address: address
			2. for the attention of: name of contact person
			3. email address: email address.

##### 6. Order of Precedence

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

1. Any variations as set out in Section 6 (Form of Variation);

2. Special Conditions as set out in this Section 3;

3. the terms and conditions as set out in the Agreement; and

4. Any other Sections

##### 7. Special Conditions

##### Clause references relate to the General Conditions (Section 2).

**REVISE CLAUSE 1 (DEFINITIONS AND INTERPRETION) AS FOLLOWS:**

**“Authorised Officer”:** a Party’s representative duly authorised to act in the administration of the Agreement.

**REPLACE TERM**

**“Customer”** with **“Publisher”**

**REPLACE SUB-CLAUSE 3.1 WITH**

3.1 The College will use all reasonable endeavour to provide the Services in accordance with the Timetable.

**REPLACE SUB-CLAUSE 3.4 WITH**

 3.4 The College will ensure that the Publisher is advised in good time of all applicable changes to the examinations rules and the Syllabus to enable the Publisher to meet its obligations under this Agreement.

**COLLEGE’S OBLIGATIONS**

**ADD NEW SUB-CLAUSES:**

3.5 In respect of each new edition of the Eligible Manuals first published during the Term, the College will supply the Publisher at no cost with an electronic copy of the Syllabus in order to enable the Publisher if it so chooses to include a hard copy of the Syllabus with each pack containing all relevant Eligible Manuals.

3.6 The College will provide the Publisher as soon as is practicable with raw data in relation to exam candidate numbers and candidate feedback on the content of the Eligible Manuals.

3.7 The College will:

(a) appoint an appropriate team/person to conduct general liaison with the Publisher (the “Contract Manager”)

(b) work with the Publisher to agree a date (in August for NPPF and in October for NIE) for publication of the Eligible Manuals.

(c) provide the Syllabus in accordance with the Timetable

(d) deliver the revised Syllabus to the Publisher in electronic format each year

(e) advise on any new material to be included or any material to be excluded

(f) provide revisions and amendments to the Eligible Manuals as required by changes to the Examination Blueprint, in accordance with the Timetable

(g) conduct limited reviews of final proofs provided by the Publisher for the purposes of conveying satisfactory conformity to the Syllabus only;

(h) enable the Publisher to access the College Digest for so long as the College publishes the College Digest

(i) enable the Publisher to access the findings of the NPPF exam candidate feedback questionnaires as well as of any research undertaken by the College in relation to the NIE related manual.

###### 3.8 The College agrees to make available to the Publisher’s designated Lead Reviewer a single point of contact within the College’s Legal Services Unit (the “SPoC”) to enable the Lead Reviewer to raise specific questions as a result of the Publisher’s legal review.

Any advice provided by the SPoC will be charged at the rate set out in Section 5 (Pricing).

**INSERT NEW CLAUSE 3A: ENDORSEMENT**

**3A ENDORSEMENT**

3A.1 Provided the Publisher complies with the Requirements, the Publisher shall be entitled to endorse the print version and the

Electronic Version of the editions of the Eligible Manuals only first published during the Term as follows:

 "recommended by the College of Policing as study materials for the NPPF Step Two Legal Examinations"

 **OR**

 "recommended by the College of Policing as study materials for the National Investigators' Examination"

 The Publisher shall not be entitled to use the College’s Endorsement in any other publications.

3A.2 The College hereby grants the Publisher permission to use the College’s logo and any programme specific logos (the “Logos”) provided by the College strictly for the Stated Purpose of the Publication of the Eligible Manuals for NIE and NPPF examinations. The Publisher may not use the Logos or the Endorsement in a way that suggests that the College endorses the Publisher in general, or any other products than the Eligible Manuals.

3A.3 Notwithstanding clause 3A2, the Publisher shall be permitted to use the Logos in all publicity and marketing materials related to the Stated Purpose only. The Publisher will provide the College with copies of such publicity and marketing materials in sufficient time to allow the latter to approve the proposed use of the Logos, such approval not to be unreasonably withheld or delayed.

3A.3 For the avoidance of doubt, the right to use the Logos shall continue after the expiry or early termination of this Agreement in respect of print and Electronic Versions of the Eligible Manuals first published during the Term for a period of 12 months following the date of first publication of those editions.

3A.4 In respect of each edition of the Eligible Manuals first published during the Term, the College will inform all candidates sitting the examinations that the Eligible Manuals complement the examination Syllabus and are currently a recommended source of study material available to candidates.

3A.5 For the avoidance of doubt, nothing in this Agreement prevents the College endorsing any materials other than the Eligible Manuals which may have been prepared by other publishers.

**PUBLISHER’S OBLIGATIONS**

**INSERT NEW SUB-CLAUSE 4.1(c) AND RE-NUMBER SUBSEQUENT SUB-CLAUSES ACCORDINGLY**

4.1(c) Appoint an appropriately qualified and experienced team of reviewers to conduct a legal checking process for manuscripts for Manuals received from Authors. It is essential that all legislation cited is in force, and that the correct version is cited. Any missing legislation should be flagged up.

4.1(d) Maintain a pool of reviewers to look at each set of Manual proofs to ensure that all new relevant legislation is taken account of;

4.1(e) Identify a designated legal reviewer lead (the “Lead Reviewer”) for purposes of liaison with the College’s Legal Services Unit; and

4.1(f) Ensure that all comments from individual correspondents are taken into account where changes need to be made

**INSERT NEW CLAUSE 4A: PUBLICATION**

4A.1 The Publisher shall publish, at its own expense, a new edition of each of the Eligible Manuals in each year of the Term commencing in 2017 (for first publication in 2018), incorporating such changes and updates as the College shall have notified to the Publisher in accordance with Clause 3A. The publication date will be in August for NPPF Manuals and in October for NIE Manuals, unless otherwise agreed between the parties.

4A.2 Subject to the compliance by the College of its obligations under Clause 3A, the Publisher will produce each edition of the Eligible Manuals published during the Term in accordance with the Timetable and will procure that each such edition of the Eligible Manuals meets the Requirements. Time shall be of the essence in respect of the publication date for each edition of the Eligible Manuals, as specified in the Timetable for that edition.

4A.3 The Publisher shall publish the Eligible Manuals in both print and Electronic Versions.

4A.4 The Publisher shall not grant any third party any right to create and/or exploit an Electronic Version of the Eligible Manuals during the term of this Agreement without College’s prior written consent.

4A.5 The Publisher shall ensure that any agreement between the Publisher and any technology partner engaged to develop an Electronic Version of the Eligible Manuals for the Publisher contains a prohibition on such technology partner using the content of the Eligible Manuals for any purpose other than to create an Electronic Version for the Publisher.

4A.6. The Publisher will provide the College with [25] gratis copies of each edition of either (i) the Eligible Manuals pack or (ii) the Electronic Versions, at the College’s election. The Publisher will also give the College a [25%] discount off the published price on any additional Eligible Manuals bought for the College’s own use.

4A.7 [HOLDING SPACE FOR ANY DISCOUNT ARRANGEMENTS OR OTHER SPECIAL ARRANGEMENTS OFFERED BY THE BIDDER RE MEMBERSHIP – MAY REFER TO SEPARATE SCHEDULE]

4A.8 The Publisher shall arrange to meet with the College, whether in person or via secured conferencing facility, once every six months, to

discuss performance and sales realised. The purpose of this meeting is to enable the Parties to identify any issues regarding the production and distribution of the Manuals, and to enable the College to raise an accurate invoice in respect of the current period.

4A.9 The Publisher shall hold jointly with the College an annual review of the Agreement on or around the anniversary of the date of the Agreement. The purpose of the review is to ensure that the Agreement is fully up-to-date and that all operational aspects of the Agreement are functioning as expected. In the event that the Parties reach mutual agreement that changes to the Agreement should be made, no changes shall come into effect unless and until a Form of Variation as set out in Section 6 has been duly completed.

**REPLACE SUB-CLAUSE 6.1 WITH**

6.1 In consideration of the Services provided by the College, the Publisher shall pay the College the Royalty and Fees as set out in Section 5 (Pricing).

**REPLACE CLAUSE 7 WITH**

**7 COPYRIGHT**

7.1 Intellectual Property Rights in the Syllabus shall, as between the Publisher and the College, vest in the College absolutely.

7.2 Intellectual Property Rights in each Eligible Manual shall vest either in the Author or in the Publisher. Where the Intellectual Property Rights in an Eligible Manual is vested in the Author, the Publisher will obtain from the Author an irrevocable exclusive worldwide licence of copyright in the Eligible Manual written by that Author, including the right to publish the Eligible Manual in all media whether now known or hereafter devised.

7.3 Either the Publisher or the Author will be responsible for obtaining the right to use any third party Intellectual Property Rights material included in the Eligible Manual and the Publisher will give credit to such third parties in the Eligible Manual.

**REPLACE SUB-CLAUSE 11.1 WITH**

**11 TERMINATION**

11.1 Without prejudice to any right or remedy either Party may have against the other for breach or non-performance of this Agreement, each Party shall have the right to terminate this Agreement by notice in writing to the other Party with immediate effect if:

11.1.1 the other Party commits a material breach of the terms of this Agreement or, in the case of any such breach capable of remedy, fails to remedy or repeats such breach after receiving written notice from the Party seeking to terminate the Agreement to remedy it within a period specified in the notice, such period to be no shorter than 30 days;

11.1.2 an order is made or resolution passed for the winding-up or bankruptcy of the other Party, any distress or execution is levied on any of its property or effects, a receiver is appointed over any of its assets, the other party compounds or makes any voluntary arrangement with its creditors or any class thereof, or the other party is dissolved or otherwise ceases to exist, or such dissolution or ceasing to exist is imminent, or the other party ceases its usual business operations.

**REPLACE SUB-CLAUSE 11.3 WITH THE FOLLOWING**

11.3Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than 12 (twelve) months' written notice to the other Party.

**REPLACE SUB-CLAUSE 11.4 WITH THE FOLLOWING**

11.4 Termination of this Agreement for whatever reason shall not affect the liabilities or obligations of the Parties accruing up to the date of termination, including the obligation on the Publisher to pay royalties to the College on editions of the Manuals first published during the Term and sold after termination.

**ADD NEW SUB-CLAUSE 11.5:**

11.5 For the avoidance of doubt, termination of this Agreement for whatever reason shall not preclude the Publisher from continuing to publish materials related to the National Investigators’ Examination and the National Police Promotions Framework in any medium without the Endorsement of the College and without the provision of the Syllabus.

### **Section 4 – SCOPE OF WORK**

### Specification

### **A. Manual**

##### 1. CONTENT OF MANUALS

1.1 The Eligible Manuals must cover all sections of the Syllabus as provided by the College. A minimum of 90% of the body text of the content in an Eligible Manual must comprise material suitable for study and revision from the relevant Syllabus.

1.2 Where the Syllabus is amended by the College, any resulting amendments or revisions requested in accordance with the Timetable will be made to the Eligible Manuals.

1.3 Suggestions for development and improvement of the Eligible Manuals shall be discussed with the College and if approved, implemented.

1.4 The Eligible Manuals must include all items of legislation, delegated legislation, codes and other policy documents with appropriate standing as may be nominated by the College.

1.5 Material which is only examinable in a specific part of a multi-part exam must be clearly identified (“blacklined”) as such in the Eligible Manuals.

1.6 In respect of each new edition of the Eligible Manuals, the Publisher shall provide the College with:

(a) access to proposed changes and proofs to facilitate administration of the relevant examination; and

(b) a table identifying each change which has been made from the previous edition and indicating whether such change is material or not.

##### 2. AUTHORS OF MANUALS

2.1 Authors require a degree or have similar qualifications to be able to establish their suitability to be an author of the Eligible Manuals. They must also have demonstrable professional knowledge and experience of applying police-related legislation and procedure.

##### 4. QUALITY CONTROL

4.1 The Publisher will undertake market research into the perceived quality of the Eligible Manuals and discuss the findings with the College.

4.2 The Publisher will take into account all reasonable and appropriate comments and suggestions from individual correspondents in respect of changes which may need to be made.

4.3 The Publisher will meet with the College prior to the drafting of new Manuals to obtain the College’s approval to proposed content.

**5. DISABILITY DISCRIMINATION TO ACCESSIBILITY**

5.1 Any Electronic Version of the Eligible Manuals must allow users to have different colour fonts and formats and be compatible with speech software, so as to enable users with disabilities to access the Eligible Manuals.

5.2 The Publisher will ensure that the Eligible Manuals are compliant with any changes in the law regarding the rights of people with disabilities and the legal duties of service providers in England and Wales in respect of people with disabilities.

##### 6. Deliverables

6.1 The Publisher must structure the Manuals in accordance with the relevant Syllabus structure.

6.2 The Publisher will pay Fees & Royalties as set out in Section 5, supported by full and accurate royalty statements.

### **B. Other**

##### 1. Members Discounts & Specials

1.1 The Publisher agrees to offer the College’s Members discounts and / or special offers as may be set out in Clause 4A.7 of Section 3.

**Section 5 – SCHEDULE OF PRICES**

##### Part 1 -Price

The College agrees provide its Endorsement upon payment of royalty payments (the “Royalties”) as follows:-

**NPPF Manuals**

|  |
| --- |
| **Royalty Payments for the first 3 (three) years of the Agreement (reviewable thereafter)** |
| **Sales in £** | **Royalties** |
| **Between** | **and** | **Rate in%** |
| 0 | 2,500 |  |
| 2,501 | 5,000 |  |
| 5,001 | 7,500 |  |
| 7,501 | 10,000 |  |
| 10,000+ |  |

**NIE Manual**

|  |
| --- |
| **Royalty Payments for the first 3 (three) years of the Agreement (reviewable thereafter)** |
| **Sales in £** | **Royalties** |
| **Between** | **and** | **Rate in%** |
| 0 | 2,500 |  |
| 2,501 | 5,000 |  |
| 5,001 | 7,500 |  |
| 7,501 | 10,000 |  |
| 10,000+ |  |

Royalties shall be due within 6 (six) months from award of the contract and every 6 (six) months thereafter.

Ad hoc requests in respect of legal advice will be charged and invoiced on a time and materials basis, in accordance with the current hourly rate of £56.64.

##### Part 2 –Payment

The Publisher must provide the College with six-monthly statements in Excel format detailing life time sales of all Manuals, per edition and format (in print and online) in order to enable the College to raise invoices. (Invoices may be for internal accounting purposes only if the Publisher utilises a self-billing mechanism).

The Publisher shall render payment in Sterling (GBP) within 30 days of the date on the invoice (or statement, if utilising a self-billing mechanism).

All charges are exclusive of VAT, which shall be added to invoices at the appropriate rate.

**Section 6 – FORM OF VARIATION**

Any variation to the Agreement shall be set be agreed by the Parties and set out in the form below.

**THIS VARIATION** **AGREEMENT** is dated ......................................

**BACKGROUND**

1. The Parties have entered into an Agreement for the provision of the Services dated ...................................... *(insert date as per Clause of Section 1).*
2. This Variation Agreement sets out the agreed variation(s) to the Agreement.

|  |  |
| --- | --- |
| **Clause / Sched.** | **Revised Text** |
|  |  |
|  |  |
|  |  |

This Variation Agreement will come into effect on ......................................

The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**Signature – Form of Variation**

By signing this Form of Variation each signatory warrants that s/he is an Authorised Signatory.

|  |  |
| --- | --- |
| Signed by for and on behalf of COLLEGE OF POLICING LIMITEDBy ...................................... | .......................................Authorised SignatoryDate: |
| Signed for and on behalf of ......................................by ...................................... | .......................................Authorised SignatoryDate: |