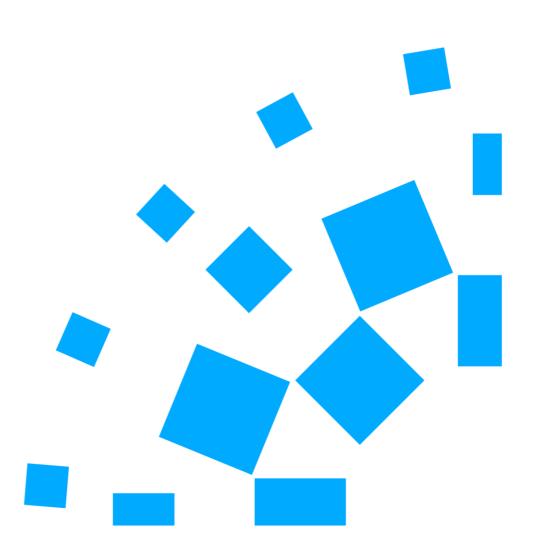


Working together to keep people safe

# **Post Incident Management (PIM)** Licence Description

Version: 1.0 Date: June 2023



college.police.uk

# 1. Introduction

- 1.1 The College of Policing Limited ('the College') is the professional body for the police in England and Wales. The College works to raise the professional status of police officers and police staff. It plays a vital role in setting standards and in the training and development of police officers and staff, ensuring that they have the skills they need in order to fight crime and protect the public.
- 1.2 Further information about the College is available on our website at: http://www.college.police.uk.
- 1.3 The College is wishing to license a training organisation to use the College of Policing's Post Incident Management (PIM) training course, Post Incident Management (PIM) reaccreditation and Post Incident Management (PIM) exercises to deliver training to Learners from UK police forces who are licensed under a College of Policing Firearms Training Licence and other approved partner agencies/organisations.
- 1.4 The term post-incident describes the period following a death or serious injury (DSI), where the criteria for the implementation of a post-incident investigation has been met and an investigation into police action or inaction is to be conducted. A post incident manager's role is to facilitate, manage and ensure the integrity of the post-incident procedure.
- 1.5 The well documented and effective Post Incident Management process for armed policing is not currently replicated or appropriately reflected across all areas of policing where there is the potential for a DSI. This creates an operational and investigative vulnerability which could impact on the Article 2 ECHR obligations of the police service.
- 1.6 Further information on national guidance for Post Incident Management can be found on the College's Authorised Professional Practice (APP) website at: https://www.app.college.police.uk/app-content/armed-policing/post-deployment/ and the College's Post-incident procedures following death or serious injury at https://www.college.police.uk/app/post-incident-procedures-following-death-or-seriousinjury.

## 2. Purpose

- 2.1 The College's Licence with its current Licensee expires in October 2023.
- 2.2 The College wishes to grant a new 5-year Licence in order to maintain a supply of its PIM training to meet the current demand.

- 2.3 This licensing opportunity is being advertised and competed to ensure openness, fairness and to obtain optimum value for money for policing.
- 2.4 Estimated annual demand for this training, based on previous years, is approximately:
  - 16 x 5-day PIM training courses
  - 10 x 3-day PIM re-accreditations
- 2.5 Each course will be run with a **maximum of 14 Learners** apart from the PIM exercises where the number of Learners will be dependent on the type of incident.
- 2.6 Work is also ongoing within the College to develop annual PIM refresher training and continuous professional development (CPD) which is anticipated to increase demand.

## 3. Overview of licence

- 3.1 The College owns the Intellectual Property Rights (IPR) in the National Police Firearms Training Curriculum (NPFTC) which includes Post Incident Management (PIM) training, but doesn't have the capacity to undertake the delivery of the training.
- 3.2 The College wishes to grant an organisation a non-exclusive licence to use the College's PIM training to deliver training to help meet demand in PIM training.
- 3.3 A small number of UK police forces are licensed by the College to deliver its PIM training. The majority of police forces do not have the capacity or capability to deliver PIM training in-house.
- 3.4 It is anticipated that delivery under this Licence will commence from October 2023.
- 3.5 The Licensee shall charge in accordance with Licence agreement clause 2.10.
- 3.6 The Licensee shall co-ordinate and perform the administrative function for the training including:
  - Responding to all enquiries relating to the courses including booking and administrative enquiries.
  - Taking and confirming all course bookings Learner bookings will be confirmed upon receipt of a completed booking form and purchase order. The College's standard course booking terms and conditions will apply – these can be viewed at: https://paass3-broker-prod-lon-6453d964-1d1a-432a-9260-5e0ba7d2fc51.s3.eu-west-2.amazonaws.com/s3fs-public/2021-02/terms-and-conditions.pdf
  - Sending joining instructions and the College workbook to Learners usually four weeks prior to the course.

- Invoicing and receiving payment.
- 3.7 The Licensee shall:
  - Identify appropriate locations, venues and dates for all the courses and notify the College of such.
  - Set initial Learner Fees for each course, per Learner. Learner Fees shall be stipulated in the bid application and cannot be altered without prior written agreement from the College.
  - Be permitted to increase Learner Fees in line with the College's annual inflationary increase applied in April each year. Licensees will be notified through a licence variation.
  - Honour the College's course booking terms and conditions including course cancellation fees and accepting Learner substitutions. The Licensee shall pay the College royalties on any course cancellation fees received by the Licensee. A decision to waiver any cancellation fees or accept substitutions shall be agreed in advance by both the College and the Licensee.
  - Book venue and Learner accommodation, if requested. Overnight accommodation costs and meal charges shall be passed onto the organisation making the booking at cost.
  - Respond to all technical enquiries relating to PIM training.
  - Use the College's Post Incident Manager (PIM) course and Re-accreditation course to deliver training to Learners in accordance with the Licence.
  - Ensure Learners complete the College's feedback form and that the results are provided to the College if so requested.
  - Issue College certificates to Learners prior to their departure. Certificates may be cobranded to include the Licensee's logo.
  - Assess Learners and notify all course results and other relevant data to the College to update the PIM professional register within 10 working days.
  - Notify all course results to the Learners' force and their Chief Firearms Instructor within 10 working days.

# 4. Delivery and evaluation requirements

4.1 Training shall be delivered as prescribed in the National Police Firearms TrainingCurriculum and in accordance with the Code of Practice for Armed Policing and Police

Use of Less Lethal Weapons (January 2020) ES900955\_CCS207\_CCS0120853800-001\_Code-of-Practice-on-Armed-Policing\_Print.pdf (college.police.uk)

- 4.2 At least one member of the PIM training delivery team must be:
  - currently operationally competent; and
  - occupationally competent; and
  - must meet the police sector standard for trainers; and
  - meet the police sector standard for assessors.
  - a) This could be one individual who meets all the requirements or two or more individuals who together meet all of the requirements.
  - b) To be occupationally competent a trainer must have satisfactorily completed a course of instruction based on the post-incident management module in the National Police Firearms Training Curriculum (NPFTC) within the past five years and be able to evidence that they have completed annual refresher training. They must be formally re-accredited at least every five years.
  - c) To be operationally competent a trainer must be currently performing the role of PIM or actively participating in relevant continuous professional development activities.
    Their operational competence should be formally approved/recorded by a lead chief officer or a person nominated by them.
  - d) The police sector standard for trainers and assessors is available on the College website at: https://www.college.police.uk/career-learning/learning/courses/trainingessentials-programme-tep.
- 4.3 The College will monitor the Licensee's delivery to ensure the licence, including delivery requirements, are being complied with.
- 4.4 The College will monitor Learner feedback and the courses' success rate which assesses students against performance criteria and thereby supports achievement of the learning outcomes for the course.
- 4.5 Failure to deliver training to the required standard will be deemed a material breach of the Licence.
- 4.6 The Licensee is required to send at least one representative to attend periodic course standardisation working groups (no more than two annually) at their own cost.

## 5. Intellectual property rights (IPR)

5.1 The College owns and will retain all IPR in materials provided to the Licensee.

- 5.2 Nothing in the Licence will have the effect of assigning, transferring or otherwise granting to the Licensee any right or interest in any intellectual property in the PIM course materials owned by the College of Policing.
- 5.3 For the avoidance of doubt, permission to use and deliver the College's PIM courses is restricted to delivery in accordance with the intended purposes as set out in the Licence and may not be used for any other purpose.

## 6. Location

- 6.1 Delivery shall only take place within the United Kingdom (UK).
- 6.2 Location, dates and premises for delivery will be determined by the Licensee.

## 7. Proprietary information and security requirements

- 7.1 The College's PIM courses are designated as Confidential Information and must be safeguarded accordingly.
- 7.2 The College's PIM courses are classified as OFFICIAL under the Government Security Classifications (GSCs) and must be handled accordingly.
- 7.3 Delivery staff shall be security cleared to a minimum of Counter Terrorist Check (CTC) level. Further information on security clearances can be found at: https://www.gov.uk/guidance/security-vetting-and-clearance.

#### 8. Overview of Learner Fees and royalties

- 8.1 The initial Learner Fees for delivering training will be set by the Licensee as stipulated in the bid application form. Any subsequent changes to the Learner fees shall be approved by the College as a variation to the Licence.
- 8.2 Learner Fees may be increased in line with the College's annual inflationary increase applied in April each year. Licensees will be notified through a licence variation.
- 8.3 The College's royalty fee is 12.5% of the Learner Fee.
- 8.4 Learner Fees shall be inclusive of the College's 12.5% royalty fee but exclusive of VAT.
- 8.5 Learner Fees shall be inclusive of all expenses except accommodation and meals.
- 8.6 Where required, Learner's overnight accommodation and meal costs shall be passed onto the organisation making the booking by the Licensee, at cost.