

## **DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS**

### **Part 1: Letter of Appointment**

Dear Sirs

#### **Letter of Appointment**

This letter of Appointment dated 08/02/2022, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	CCZZ21A19
From:	College of Policing Ltd ("Customer") (a company registered in England and Wales with registration number REDACTED) of REDACTED
To:	UCL Consultants Ltd ("Supplier") REDACTED
Effective Date:	Monday 14th February 2022
Expiry Date:	End date of Initial Period Friday 31st March 2023 End date of Maximum Extension Period 31 <sup>st</sup> September 2023 Minimum written notice to Supplier in respect of extension: 10 Working days
Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B and Annex C Price Schedule;

Key Individuals:	Customers: REDACTED
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	Suppliers: REDACTED
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	£219,688.00
Insurance Requirements	<p>Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £1 million for each individual claim</p> <p>Additional employers' liability insurance with a minimum limit of £1 million indemnity</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £1million for each individual claim.</p> <p>Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £1 million for each individual claim</p>
Liability Requirements	<p><b>Suppliers limitation of Liability ;</b></p> <p>As per Clause 18 of the Contract Terms. Unlimited Liability in terms of an IPR infringement as per Section 14.5 at Annex A.</p>
Customer billing address for invoicing:	<p>Invoices shall be e-mailed to: REDACTED quoting the purchase order number.</p>

GDPR	As per Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	<p>The Intellectual Property Rights clauses at – Annex A - section14 will take precedence over those set out within RM6018 Terms and Conditions of Contract attached.</p> <p><b>Schedule 8 – Additional Clauses</b>, includes the Customers specific Security requirements set out within RM6018 Terms and Conditions of Contract attached.</p>

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**FORMATION OF CONTRACT**

**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.**

**The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.**

**The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt**

**For and on behalf of the Supplier:**  
Name and Title:

**For and on behalf of the Customer:**  
Name and Title:

**Director of Legal**

**REDACTED**

**REDACTED**

Signature:

Signature:

Date: **23-Feb-2022 | 14:12 GMT**

Date: 03/03/2022

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## **ANNEX A**

### **Customer Project Specification**

#### **Attachment 3–Statement of Requirements**

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## 1. Purpose

- 1.1 The College of Policing Ltd (The College/The Authority) is looking to appoint a Supplier to deliver three related work packages that, together, will comprise an independent programme of social research that explores the causes of ethnic/racial disparities in the police use of Taser and other types of force.
- 1.2 The research findings will be used by the College and the National Police Chiefs' Council (NPCC) to inform the development and implementation of interventions aimed at reducing these ethnic/racial disparities.

## 2. Definitions

Term or acronym	Definition
BWC	Body-worn camera
College / Authority	The College of Policing Ltd. The Authority asking for this item of work to be completed.
GDPR	General Data Protection Regulations
IAAP	Independent academic advisory panel
IPR	Intellectual property rights
NPCC	National Police Chiefs' Council
NPPV	National Police Personnel Vetting
OSSR	Officer and Staff Safety Review
PI	Performance indicator
SPOC	Single point of contact
WP	Work package

## 3. Background to the contracting Authority

- 3.1 The College is the professional body for everyone working in policing in England and Wales. It is an operationally independent arm's-length body of the Home Office. The College supports policing in three main ways:

- **Supporting professional development** – The College sets requirements, accredits, quality assures and delivers learning and professional

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development, promotes diversity and wellbeing and helps to nurture and select leaders at all levels.

- **Setting standards** – The College sets standards for key areas of policing which help forces and individuals provide consistency and better service for the public.
- **Sharing knowledge and good practice** – The College creates and maintains easy access to knowledge, disseminates good practice and facilitates the sharing of what works.

3.2 Further information is available on the [College website](#).

## 4. Background to the requirement

### 4.1 Taser in England & Wales

4.2 Taser is the brand name of the conducted energy device used by the police in England & Wales as a 'less lethal weapon'. Taser uses an electric current to temporarily incapacitate the person on whom it is discharged, so that an officer can deal with that person without conflict. In 2008, after an initial trial, the home secretary authorised Taser for use by specially trained police officers. The subsequent roll out of Taser across the service took five years, ending in 2013. By September 2019, there were nearly 31,000 specially trained officers (STOs) and authorised firearms officers (AFOs) who were permitted to use Taser (see [NPCC website](#)). Additional funding, announced by the home secretary in March 2020, to increase the number of Taser officers by more than 8,000 (see [Home Office website](#)).

4.3 Opinion polls tend to suggest there is widespread public support for the police to carry Taser (eg, [Ipsos MORI 2016](#)). Research carried out by UCL for the College also found participants in a vignette study were equally likely to see the use of Taser as an acceptable way for an officer to respond to confrontation as they were the use of a baton or irritant spray ([Kyprianides et al 2020](#)). Nevertheless, reservations are often expressed publically about Taser being part of a broader shift away from 'policing by consent' towards 'policing by coercion'; a shift that would fundamentally change the relationship the police and the public. The police is also regularly challenged about the

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use of Taser on children, people in mental health crisis and, in particular, people from Black or other minority ethnic backgrounds (eg, see [HMICFRS 2021](#) and [IOPC 2021](#)). Concerns about ethnicity and policing are longstanding, but have grown in prominence as a result of the recent Black Lives Matters protests that followed the murder of George Floyd by a police officer in Minneapolis.

#### **4.4 The overall use of Taser and other types of force**

4.5 The most recent Home Office ([2020a](#)) statistics showed 491,984 use-of-force incidents<sup>1</sup> were recorded across England & Wales in 2019/20. During these incidents, officers used different force tactics 715,276 times; an average of 1.4 tactics per incident. Restraint and unarmed skills were the most commonly used tactics, having been used, respectively, in 78% and 33% of all use-of-force incidents.

4.6 Taser was used much less frequently than restraint and unarmed skills, having been involved in 7% of all incidents. Of the 32,057 use-of-force incidents involving Taser, officers drew and discharged Taser a total of 3,248 times; roughly once every 10 incidents. In the other incidents, officers drew Taser but did not discharge it.<sup>2</sup>

#### **4.7 Ethnic/racial disparities in the use of Taser and other types of force**

4.8 The Home Office ([2020a](#) and [2020b](#)) statistics provided a breakdown of the people who had been subjected to force, and particular force tactics. Like other police activities (eg, stop and search), the use of force was not evenly distributed across different ethnic groups and other socio-demographic categories. Overall, officers identified the person subjected to force as being from a Black or minority ethnic group in 29% of all use-of-force incidents.<sup>3</sup>

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<sup>1</sup> A use-of-force incident is defined by the actions of a single officer on an individual member of the public. Officers are required to make a record whenever they use force on a person, regardless of how many times they use force or how many different force tactics they use.

<sup>2</sup> The type of Taser use was 'not stated' in 2,208 use-of-force incidents involving Taser. These uses were unlikely to be discharges due to monitoring of spent Taser cartridges.

3 Use-of-force incidents: Asian = 7%, Black = 17%, Mixed = 2%, Other = 3%, White = 71% (n = 479,425 where ethnicity was recorded). For other social groups: 18-34 years old = 54%, male = 83%, having a physical/mental health condition = 15%.

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4.9 The data on force tactics showed that Taser was used on a higher proportion of people from Black and minority ethnic backgrounds than were other types of force (ie, 34% compared to 27%).<sup>4</sup> The Home Office also estimated that, for England & Wales, the rate of Taser use was eight times higher for Black people than it was for White people (when compared to the 2011 Census). Inevitably, there was variation across the police service, with the ethnic disparities in Taser use being lower in the Metropolitan Police (five times higher) than in other forces (seven times higher).

4.10 Ethnic/racial disparities were less pronounced in incidents when Taser was discharged compared to those when Taser was drawn but not discharged. Overall, 30% of Taser discharges involved people from Black and minority ethnic backgrounds compared to 36% other non-discharged Taser uses.<sup>5</sup> Similarly, multivariate analysis of use-of-force data from 16 forces by Quinton et al ([2020](#)) found that Taser-carrying officers were significantly more likely to have drawn Taser on Black people than they were White people, but no more or less likely to have discharged it.

#### **4.11 Recommendation for research**

4.12 The Officer and Staff Safety Review (OSSR) carried out by the College and NPCC ([2020](#)) highlighted ethnic/racial disparities in Taser use as a concern surrounding the home secretary's decision to fund an increase in the number of officers able to carry Taser. The summary of the available literature in Chapter 2 of the OSSR found no exploratory research on the reasons for ethnic/racial disparities in the use of force, or evaluation evidence on 'what works' to reduce those differences. As a result, the OSSR included recommendation 14.1:

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The NPCC and the College commission an independent programme of social research to explore the nature, causes and consequences of racial disparities in the police use of Taser, with

<sup>4</sup> Taser: Asian = 7%, Black = 22%, Mixed = 3%, Other = 2%, White = 66% (n = 30,676 where ethnicity was recorded). Other force tactics: Asian = 7%, Black = 16%, Mixed = 2%, Other = 2%, White = 73% (n = 666,829 where ethnicity was recorded).

5 Discharges: Asian = 6%, Black = 19%, Mixed = 4%, Other = 2%, White = 70% (n = 3,126 where ethnicity was recorded). Non-discharged uses: Asian = 8%, Black = 23%, Mixed = 3%, Other = 2%, White = 64% (n = 25,405 where ethnicity was recorded).

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a view to identifying changes aimed at minimising the problem and mitigating its impact.

4.13 The College is procuring the research described in this Bid Pack in direct response to the OSSR recommendation. The College will be responsible for managing the Contract resulting from the procurement exercise, under the governance structures that are in place for the NPCC and College's plan of action on inclusion and race.<sup>6</sup>

4.14 The Requirement (Section 6) has been agreed by the NPCC lead for less lethal weapons (Chief Constable Lucy D'Orsi) and an independent academic advisory panel (IAAP).<sup>7</sup> The IAAP was established to oversee the development and delivery of the research with a view to ensuring it meets the highest academic standards and has credibility with the police and public. The IAAP acts as a critical friend; providing impartial methodological advice, peering review research tools and outputs, and helping draw out the implications of the research for policy and practice.

## **5. Scope of the requirement**

### **5.1 Programme aims**

5.2 The Requirement (Section 6) is for the successful Supplier to deliver a programme of social research that explores the causes of ethnic/racial disparities in the police use of Taser and other types of force that were evident in data for England & Wales (see [Home Office 2020a](#)). The Requirements is being procured as a single Lot, in expectation the work will be delivered by a single Supplier (and any sub-contractors).

5.3 The research programme aims to move beyond simplistic individualised explanations that present either officer bias or offending propensity as the sole cause of ethnic/racial disparities in recorded police activities. Instead, the research aims to develop a socio-ecological explanation for these differences, based on a more nuanced understanding of the multitude of factors and

<sup>6</sup> Chief Constable Dave Thompson and Deputy Assistant Commissioner Amanda Pearson are, respectively, the senior responsible officer and delivery lead for the plan of action. Abimibola Johnson has recently been appointed as chair of the independent scrutiny and oversight board for the plan of action.

<sup>7</sup> REDACTED

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processes at macro, meso and micro levels that are likely to affect the use of Taser and other types of force (see Figure 1 for example factors and processes).

#### **5.4 Work packages**

5.5 The Requirement (Section 6) has been organised into three separate but related work packages (WPs):

- WP1 includes the overarching research planning activities for the programme
- WP2 uses quantitative analysis of police data and other datasets – supplemented by qualitative research – to explore the macro/meso level factors and processes that situate use-of-force encounters and bring the police and public into conflict, which could explain ethnic/racial disparities in Taser use
- WP3 uses analysis of body-worn camera (BWC) footage and in-depth interviews with police officers to explore whether ethnic/racial disparities in Taser use can be explained by the micro level factors and processes at play in situations that have brought the police and public into conflict.

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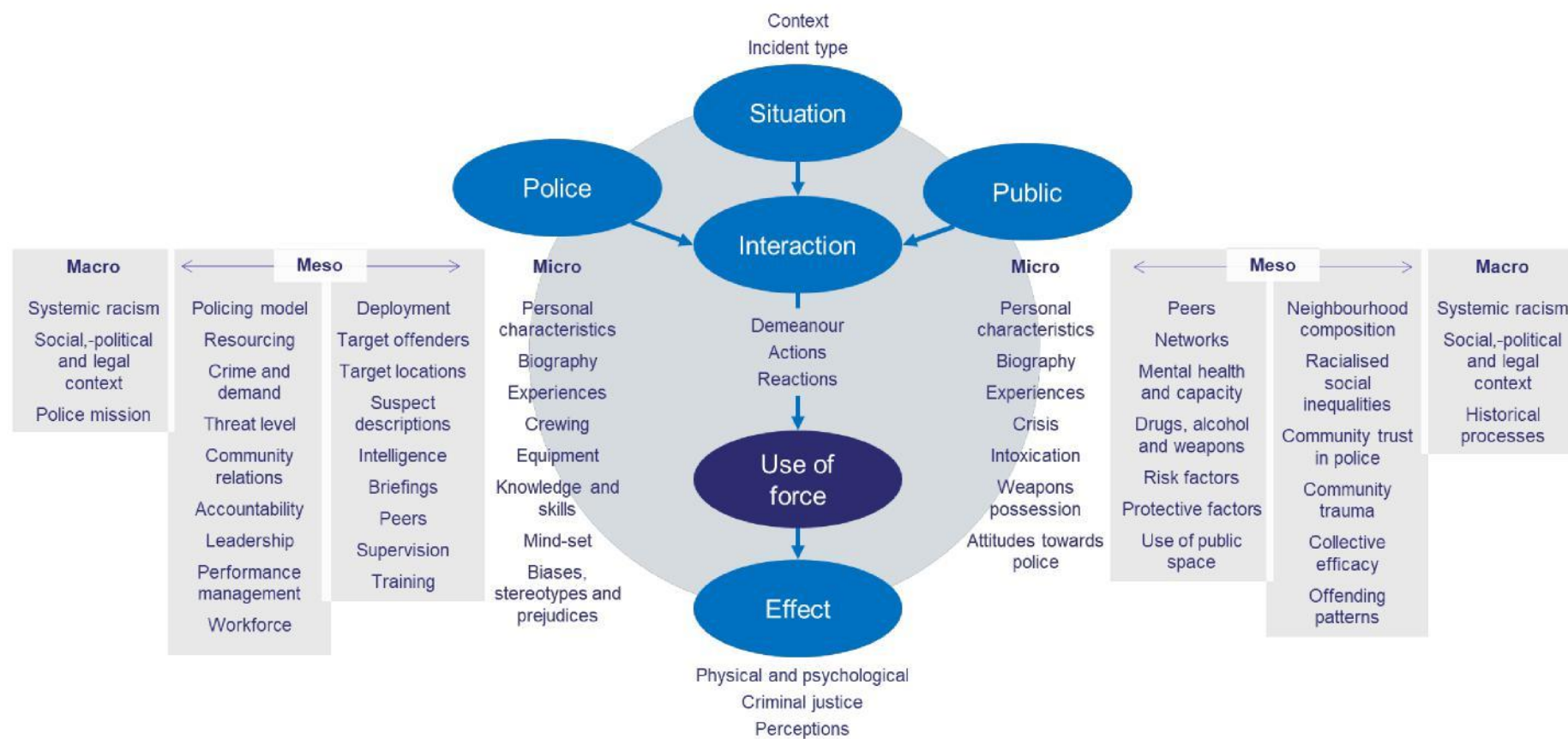


Figure 1. Illustrative social ecological model (see also [Phillips 2010](#))

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## **5.6 Forces**

5.7 The following forces have volunteered to take part in the research programme in some capacity and each has nominated a single point of contact (SPOC):

- REDACTED

## **6. Requirement**

### **6.1 Work package 1: Research planning**

#### **6.2 Sampling strategy:**

6.2.1 In bidding for the work, Suppliers must set out a comprehensive sampling strategy for selecting case study forces for WP2 and WP3. Each sample is expected to consist of a relatively small number of forces to support a greater depth of understanding. However, while the selected case studies are unlikely to be 'nationally representative' overall, they should reflect a range of police operating environments. The samples for WP2 and WP3 do not need to be identical. The sampling strategy must specify which forces are to be included in each sample as well as potential substitute forces. Suppliers should provide a clear rationale for the overall size and composition of each sample, and the selection of every force in those samples.

6.2.2 The samples for WP2 and WP3 do not have to be drawn, in whole or in part, from forces that have volunteered to take part in the research programme (see Paragraph 5.7). If a force is selected that has not

previously volunteered, Suppliers must confirm the selected force has agreed to participate.

#### 6.2.3 REDACTED

6.2.4 The sampling strategy is to be considered provisional until it has been discussed with, and approved by, the College. The College may require the successful Supplier to make reasonable changes to the strategy before giving its approval.

### 6.3 Research access:

6.3.1 Once the sampling strategy has been approved, the College and successful Supplier will hold initial planning meetings with each of the nominated SPOCs from the case study forces. The purpose of these meetings will be to:

- Make introductions and develop a positive working relationship
- Develop a shared understanding about the purpose and nature of the work, and what is likely to involve
- Clarify roles and responsibilities
- Discuss the data sharing, data collection and data protection issues set out in Paragraph 6.5.

6.3.2 The successful Supplier will be responsible for maintaining research access with the case study forces throughout the duration of the Contract. It is likely that the successful supplier will need to arrange regular follow-up meetings with the force SPOCs. The successful

Supplier must maintain positive working relationships with the case study forces, minimise the burden placed on them, not make unreasonable demands (eg, in terms of volume, timescales, risk or complexity), and consider reasonable requests to not attribute findings to named individual forces. The College can provide support to the successful Supplier and/or case study forces, as and when any issues arise, particularly if those issues put the delivery of work packages at risk.

6.3.3 The successful Supplier should continually be alive to the sensitive nature of the research and the potential for case study forces and individual participants to withdraw their cooperation. To help mitigate this risk, the successful Supplier must work with force SPOCs to ensure key local stakeholders (eg, police staff associations) understand the purpose and nature of the research, are reassured if they have any concerns, and are kept up-to-date with developments. The College and NPCC will be responsible for ensuring the same for national stakeholders.

6.4 Research ethics approval:

6.4.1 The successful Supplier should seek ethical approval for the research, because of its sensitive nature, in line with its own policies and procedures.

6.5 Data processing:

6.5.1 WP2 and WP3 require the successful Supplier to process a range of data, including some for which the case study forces will be the data controllers. To facilitate the processing of data, the successful Supplier must meet the requirements set out in Section 13–Security and Confidentiality Requirements. The successful Supplier must collect, store and process all personal data in line with the General Data Protection Regulations (GDPR), as per Schedule 7–Processing, Personal Data and Data Subjects in Terms and Conditions of Contract.



6.5.2 As data controllers, it is for the case study forces to decide whether or not they share data with or grant access to successful Supplier. Each case study force will very likely require the successful Supplier to sign a data sharing agreement. The College will work with the individual case study forces and successful Supplier to develop these agreements, taking a consistent approach across the WP2 and WP3 samples where possible and appropriate.

6.5.3 Suppliers should be aware of the potential for individual case studies forces to specify additional security requirements in their data sharing agreements over and above those set out in Section 13–Security and Confidentiality Requirements.

## 6.6 Body-worn camera footage:

6.6.1 WP3 requires the successful Supplier to have access to highly sensitive personal data in the form of BWC footage. The basis for accessing these data is described in Schedule 1–Processing, Personal Data and Data Subjects (which replaces Schedule 7 in Attachment 5– Terms and Conditions of Contract).

6.6.2 Before being granted access to any BWC footage, the successful Supplier can expect each case study force to:

- Satisfy itself there is a legal basis for granting access to the data
- Complete a data protection impact assessment
- Ensure its policies and procedures are consistent with that assessment
- Require the successful Supplier to have safeguards in place.

6.6.3 Suppliers should plan for some case study forces to stipulate the following safeguards, although each force may have its own specific requirements. These safeguard could include BWC footage only being viewed:

- If it is marked as 'inactive' or 'non-evidential' (unless details of the footage having been viewed is disclosed to the defence in any



criminal proceedings)<sup>8</sup>

- By vetted staff
- On police premises (not remotely)
- In the presence an authorised person.

## 6.7 Interviews:

6.7.1 WP2 and WP3 require the successful Supplier to carry out in-depth interviews. Interviews must carried out with the informed consent of the person being interviewed, and any personal data processed in line with the GDPR. These interviews may take place in person, or be conducted online or by phone.

## 6.8 Work package 2: Macro-level research

### 6.9 Research aims:

6.9.1 WP2 aims to understand whether, how and to what extent ethnic/racial disparities in Taser use can be explained by patterns in police workload and deployment intersecting with the socio-economic and demographic characteristics of the places where police activities are concentrated. It will use quantitative analysis of police data and other datasets – supplemented by qualitative research – to explore:

- The inter-relationship between:
  - Organisational processes/factors internal to the police (eg, recorded incidents, suspect descriptions, intelligence, shift briefings)
  - Structural processes/factors external to the police (eg, population, employment, housing, health, schooling, deprivation, victimisation)
- The effect of that inter-relationship on ethnic/racial disparities in the use of Taser and other types of force, as well as on other ~~police activities~~ (eg, stop and search)

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<sup>8</sup> BWC footage marked as 'non-evidential' is ordinarily deleted after 31 days.





- The potential for these police activities to reproduce wider social inequalities.

## 6.10 Research questions:

6.10.1 WP2 focuses on the following research questions that, if answered in sequence, are intended to build to an overall understanding of the macro/meso-level factors and processes that situate use-of-force encounters and bring the police and public into conflict:

- How are reactive and proactive police workloads patterned?
- How are the deployments of Taser and non-Taser officers patterned, and to what extent do these patterns reflect workload patterns?
- How are the activities of Taser and non-Taser officers (eg, the use of Taser) patterned, and to what extent do these patterns reflect deployment and workload patterns?
- What are the socio-economic and demographic characteristics of the places where police workload, deployment and activity are concentrated?
- Are the socio-economic and demographic characteristics of these places different from the characteristics of other places and, if so, how and why?
- How do police workload, deployment and activity patterns relate to wider social inequalities, particularly in the places where police workload, deployment and activity are concentrated?
- What might explain the relationship between police workload, deployment and activity patterns and wider social inequalities?

## 6.11 Research methods:

6.11.1 The research for WP2 is to be based largely on statistical and geographic analyses of workload, deployment and activity data that are routinely recorded by the police. Given the lack of standardisation in police recording practices and record management systems across the



service, it is difficult to specify in advance exactly what data should be used in WP2, how data should be linked, and what analyses should be carried out. For this reason, the successful Supplier is expected to work developmentally when carrying out the research. This way of working will involve the successful Supplier working with force SPOCs to locate and access relevant police datasets, and being flexible in its approach to linking and analysing the data they contain.

6.11.2 It is equally difficult to be precise about the socio-economic and demographic data that will be available for the case study areas, and how they should be analysed alongside the police data. Again, the successful Supplier will be required to work developmentally and flexibly, drawing on the advice of force SPOCs as appropriate.

6.11.3 In bidding for the work, Suppliers must:

- Indicate the datasets relating to police workload, deployment and activities that they would expect to be available in the case study forces
- Specify the national datasets containing relevant socio-economic and demographic data they expect to be able to analyse alongside the police data
- Outline the types of socio-economic and demographic data that they think could be available locally
- Describe how they expect the various datasets to be anonymised or pseudonymised, cleaned, and linked
- Present initial ideas for the statistical and geographic analyses they expect to be able to carry out.

6.11.4 The successful Supplier will also carry out targeted qualitative research to help make sense of the patterns and relationships found in the quantitative data, and generate hypotheses about their potential causes. Possible research methods include documentary analysis and expert interviews. The qualitative research is not expected to be extensive or highly detailed, but should nevertheless have explanatory



power. In bidding for the work, Suppliers must provide details of the qualitative research they intend to carry out and their proposed approach to triangulating data and analysis.

6.11.5 While the successful Supplier is expected to work developmentally and flexibly on WP2, it must make key decisions in collaboration with the College.

## **6.12 Work package 3: Micro-level research**

### **6.13 Aims:**

6.13.1 The research in WP3 aims to understand whether, how and to what extent ethnic/racial disparities in Taser use can be explained by the factors and processes at play during use-of-force encounters. This mixed-methods study will draw on police BWC footage and in-depth interviews with police officers to examine encounter management strategies, police-public interaction and officer decision-making. To develop a fully contextualised understanding of Taser use, the research must examine the factors and processes relevant to encounters where officers drew or discharged Taser compared to those where officers used other types of force, taking into account the nature of those encounters and the various strategies that officers used to manage them.

### **6.14 Research questions:**

6.14.1 WP3 should answer the following research questions, to develop an understanding of the micro-level factors and processes in situations that bring the police and public into conflict:

- To what extent are there ethnic/racial disparities in the:
  - Types of the encounter that involve Taser and non-Taser officers
  - Use of encounter management strategies, and their impact
  - Nature of police-public interaction
  - Use of Taser and/or other types of force, and their impact?



- Does the ethnicity of the person subjected to force have an effect on encounter management strategies, police-public interaction and officer decisions to use Taser or other types of force?

6.14.2 If the ethnic background of the person subjected to force is found to have an effect, WP3 should also answer the following additional research questions:

- To what extent, how, how often, under what circumstances, and why does ethnicity have this effect?
- Is the effect direct or is it mediated by other factors and processes?
- To what extent is the effect the same for encounters where:
  - Taser officers draw or discharge Taser
  - Taser officers use other types of force
  - Non-Taser officers use force?

6.14.3 In answering the above questions, the successful Supplier will need to understand the factors and processes that escalate or de-escalate conflict, and the impact that the presence and use of Taser might have on them.

## 6.15 Data and methods:

### 6.15.1 Body worn camera footage:

- The successful Supplier is required to analyse a sufficiently large volume of BWC footage to fulfil the aims of WP3 and enable general conclusions to be made about the sample as whole. The overall sample size should be estimated from the bottom up, taking into account the size of the sub-samples needed to make the comparisons outlined in the research questions. As a minimum, the successful Supplier will need to compare encounters where different types of force were used by different types of officer on people from different ethnic backgrounds in different operational contexts.
- Issues like data saturation, information power and potentially





statistical power should be considered when determining the adequacy of the sub-samples for comparisons. Being able to make both general conclusions for the whole sample and meaningful comparisons between sub-samples should help ensure the research has credibility among both the police and public, is not dismissed as selective and subjective, and can inform changes to policy and practice (eg, see [NPCC 2021](#)). While samples should broadly reflect the profile of use-of-force encounters in the case study forces, there is no requirement to use random samples that aim to be statistically representative of the wider population.

- In bidding for the work, Suppliers must describe how they intend to sample BWC footage, and provide a rationale for their proposals. Details of sampling methods, sample sizes, and contingency arrangements must be included. Suppliers are to be specific about the sampling frames (eg, use-of-force data or BWC metadata) and sampling units (eg, officers or use-of-force encounters) they intend to use.
- The analysis of the BWV footage should aim to identify factors and processes that were observed to have fixed and dynamic effects on interaction and decision-making during use-of-force encounters, and exploring whether and how they were observed to contribute to ethnic/racial disparities in the use of Taser and other types of force. The successful Supplier is to use a range of methods to gather data from the BWV footage. These methods could take the form of narrative field notes to facilitate qualitative analysis, and systematic social observation techniques to facilitate quantitative analysis. As a minimum, data should be gathered on the:
  - Context of encounters
  - Characteristics of the officers involved
  - Characteristics of the people subjected to force
  - Interactions between the officers and the people subjected to force (eg, demeanour, actions, reactions, talk, manner)



- Nature of the force used by officers and its impact
  - Outcome of encounters.
- Some factors and processes will be fixed for the duration of encounters (eg, personal characteristics), while others will be more changeable (eg, demeanour). Data collection must, therefore, take account of the temporal ordering of encounters and be sensitive to the dynamics of interactions as they unfold over time.
- The successful Supplier should aim to triangulate data sources where possible. This could involve, for example, linking BWV footage of specific encounters to other data about that encounter (eg, use-of-force record, incident log).
- In bidding for the work, Suppliers are required to describe their approach to data collection. Their proposals should include details of the specific methods that will be used, and how data collection instruments will be developed (including any piloting). Suppliers must also describe how they intend ensure consistency in data collection between researchers (eg, training, dual coding, dip-checks, debriefing).
- In bidding for the work, Suppliers are required to describe their approach to qualitative and quantitative data analysis. Suppliers must provide detailed procedures for analysing the qualitative data. To guard against the research being dismissed as biased, the successful Supplier will be required to be completely transparent about how it developed, applied and refined its coding framework. Suppliers should also outline how they might present an 'audit trail' of the qualitative work, which would enable the links between data, analysis, findings and conclusions to be traced.
- Proposals should also outline what quantitative analysis Suppliers expect to be able to carry out. Where possible, the quantitative analysis should be triangulated with the qualitative (eg, quantifying a factor or process identified in the qualitative analysis across the whole sample).



#### 6.15.2 In-depth officer interviews:

- The successful Supplier is required to carry out a series of in-depth semi-structured interviews with Taser and non-Taser officers in the case study forces. These interviews should explore their general views on interaction and decision-making during use-of-force encounters, as well as reflections they have about specific encounters in which they were involved. To overcome the limitations of previous research on police-public interaction and officer decision-making (eg, [Quinton 2011](#))<sup>9</sup>, the successful Supplier should aim to use stimulus material to help officers to recall and talk about particular events. Stimulus material could include the BWC footage or use-of-force record on an incident.
- The interviews with officers must be arranged and carried out with great care and sensitivity. The successful Supplier will be proactive in reassuring officers that the interviews are about discovery and learning, and not about finding fault. The successful Supplier must also be alive to the potential for the interviews to touch on events that are traumatic for some officers.
- In bidding for the work, Suppliers must describe how they would:
  - Work with the case study forces to sample and recruit officers for interview (eg, methods and sample sizes)
  - Develop the interview schedule, including the selection of stimulus materials and use of reflective interviewing tools
  - Analysing the interview data, and triangulating it with other data analysis.
- While the successful Supplier is expected to work developmentally and flexibly on WP3, it must make key decisions in collaboration with the College.

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#### 6.15.3 Public perspective:

<sup>9</sup> Limitations include observations being unable to provide access to tacit cognitive processes, and interviews drawing out practices that are often different from those observed in the field.



- As the research outlined above draws on police data and interviews with police officers, there is a need to provide a balance of perspectives. In bidding for the work, Suppliers should outline how they could carry out small-scale, targeted research or engagement in the case study areas with members of the public about their personal and/or vicarious experiences of Taser and other types of force. This research is to be illustrative rather than extensive, and should complement and be triangulated with other data sources. Proposals should set out the approach that Suppliers will be taken to sampling, data collection, and analysis. Suppliers are asked to provide separate costs for the research or engagement with the public, as the Authority reserves the right not to proceed with part of WP3.

## **7. Responsibilities**

- 7.1 The successful Supplier must assemble a project team, comprised of team members capable of delivering the research detailed in Section 6— Requirement. Team members needs to be in place and available for the duration of the programme.
- 7.2 If the team cannot continue for any reason, the successful Supplier must provide a replacement team to ensure continuity of service. The replacement team will be subject to the same terms as the original team, and replacement team member(s) must have equal experience as the original team member(s). Replacements will need to be approved by the Authority.
- 7.3 The successful Supplier must:
- Demonstrate understanding of the GDPR and provide evidence of compliance
  - Provide details its ethical approvals process.
- 7.4 Liaison with third parties (eg, case study forces, stakeholders) will need to take place. The successful Supplier will be responsible for maintaining a good working relationship with their representatives.





- 7.5 The successful Supplier, and individual team members, must identify and declare any conflicts of interest before beginning work, and any that arise during the life of the programme.

## **8. Staffing**

- 8.1 The successful Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 8.2 The successful Supplier must also ensure that all team members assigned to work on the programme:
- Have the required level of police vetting (ie, National Police Personnel Vetting [NPPV] level 2) or are able to obtain it immediately upon the Contract being awarded
  - Have the relevant qualifications and experience to deliver the Contract to the required standard (including, where relevant, experience of delivering research of a similar scale and/or nature to agreed timescales, and drafting high quality reports that are accessible to a non-specialist audience)
  - Demonstrate excellent written and verbal communication skills
  - Understand the Authority's vision and objectives
  - Maintain good working relationships with case study forces as well as national and local stakeholders
  - Provide excellent customer service to the Authority throughout the duration of the Contract.

## **9. Location**

- 9.1 The location of the Services will be carried out at the successful Supplier's offices. It will, however, be necessary for staff assigned to the Contract by the successful Supplier to visit case study forces for research planning and data collection purposes. The successful Supplier may also be invited to attend face-to-face meetings and deliver presentations in-person at College premises or other locations (COVID-19 restrictions permitting). All visits carried out by team members assigned to work on the programme during the



Contract period will be at the successful Supplier's expense.

## **10. Contract management and reporting**

### **10.1 College of Policing:**

10.1.1 A dedicated point of contact will be provided by the Authority, and must also be provided by the successful Supplier. The points of contact will be required to develop and maintain a good working relationship throughout the project, to ensure work is delivered to time and meets accepted academic standards.

10.1.2 An initial meeting between the Authority and successful Supplier will take place online within one week of the Contract award. The successful Supplier must keep in regular contact with the Authority as agreed at the initial meeting (eg, via weekly emails, monthly online meetings).

10.1.3 The successful Supplier will be expected to:

- Report progress towards carrying out the work described in Section 6–Requirement) and delivering the milestones in Section 11– Contract Milestones
- Notify the Authority immediately of any issues that put delivery of milestones at risk
- Advise the Authority on any issues prompted by the research but which may not be detailed on this Bid Pack
- Present new ways of working, if identified.

10.1.4 The successful Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the duration of the Contract. Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

### **10.2 Independent academic advisory panel and other stakeholders:**



10.2.1 The successful Supplier will be required to attend online IAAP meetings, where it will be expected provide updates, seek methodological advice, and discuss emerging findings. The IAAP is expected to meet about 3 times throughout the duration of the Contract. Between IAAP meetings, the Authority may seek advice from individual panel members, via the IAAP chair, on behalf of the successful Supplier.

10.2.2 The successful Supplier will also be required to attend a small number of meetings/events with other stakeholders to provide an update on progress and share findings.

## **11. Contract milestones**

### **11.1 Milestones and deliverables:**

11.1.1 The following milestones and related deliverables shall apply. All deliverables submitted by the successful Supplier must be error-free, written in plain English, and suitable for non-specialist readers. The successful Supplier will be responsible for quality assuring deliverables prior to their submission.



Milestone	Deliverable	Timescales
1	<ul style="list-style-type: none"> <li>• Submit progress report providing a detailed update on:               <ul style="list-style-type: none"> <li>○ WP1: force sampling strategy, data sharing agreements, ethics approval</li> <li>○ WP2: summary of available data, analytical plan</li> <li>○ WP3: draft data collection instruments, encounter/officer sampling strategy</li> </ul> </li> <li>• Deliver presentations to the IAAP on 15 March 2022, and other stakeholder groups, on research plans</li> </ul>	17 March 2022
2	<ul style="list-style-type: none"> <li>• Progress report providing a detailed update on:               <ul style="list-style-type: none"> <li>○ WP2: summary of data cleaning and analysis</li> <li>○ WP3: summary of data collection</li> </ul> </li> </ul>	16 June 2022
3	<ul style="list-style-type: none"> <li>• Progress report providing detailed update on:               <ul style="list-style-type: none"> <li>○ WP2: summary of analysis and preliminary findings</li> <li>○ WP3: summary of data collection and analysis, and preliminary findings</li> </ul> </li> <li>• Deliver presentation(s) to the IAAP and other stakeholder groups on preliminary findings</li> </ul>	16 September 2022
4	<ul style="list-style-type: none"> <li>• WP2 draft final report for academic peer review</li> <li>• WP2 draft final report for academic peer review</li> </ul>	2 December 2022
5	<ul style="list-style-type: none"> <li>• WP2 revised final report for internal clearance and publication, plus a written response to the peer review comments</li> <li>• WP3 revised final report for internal clearance and publication, plus a written response to the peer review comments</li> <li>• Deliver presentation(s) to the IAAP and other stakeholder groups on final reports and their implications</li> </ul>	17 March 2023





## 11.2 Draft and revised final reports:

11.2.1 The successful Supplier should discuss and agree the structure and broad content of draft final reports before their submission. The College will make report templates available for use by the successful Supplier. Examples of published College research are available on the [College website](#). The draft final reports that are submitted should present coherent narratives of the research and be suitable for immediate academic peer review. Every report should include:

- A short, standalone summary
- The background and aims of the research
- An overview of relevant literature
- A summary of the research methods that were used (eg, sampling, data collection and data analysis), and their limitations
- A description of research findings, that contains:
  - An indication of the extent to which findings applied across case study forces, with appropriate quantification, and any notable exceptions
  - Charts and tables that are clearly titled, fully labelled, and annotated so they can be used and understood out of context (eg, in presentations)
  - Short quotations from interviews and/or field notes that are used to illustrate points rather than make points
  - Commentary to help readers interpret the findings
- A series of conclusions that:
  - Are framed in a way that reflects the volume and type of data upon which findings were based
  - Take account of account of any limitations with the research
  - Carefully draw out the implications of the research for policy and practice
- Appendices that provide further detail on the research methods that were used.



11.2.2 The College will comment on the draft final reports, arrange for them to be peer reviewed by at least two independent academics, and seek feedback from IAAP members. The College will share all feedback with the successful Supplier. The successful Supplier will be expected to discuss and agree with the College any revisions it plans to make to the draft final reports in response. The successful Supplier must ensure the content, style, and formatting of the revised final reports are appropriate for their intended readership. The successful Supplier must also provide a formal written response to the feedback that describes how the draft final reports was revised to take account of feedback or why no changes were made.

11.2.3 To support the dissemination of the final reports, the successful Supplier will be expected to present their findings to the IAAP and other stakeholders.

## 12. Performance

12.1 The Authority will measure the quality of the Supplier's delivery using the following performance indicators (PIs):

PIs	Service area	Description	Target
1	Progress	Delivering all milestones to the timescales set out in Section 11–Contract Milestones	100%
2	Quality	Producing high quality progress reports for internal reporting, draft final reports for academic peer review, and revised final reports for publication as per Section 11 – Contract Milestones	100%
3	Engagement	Maintaining good working relationships with case study forces and local stakeholders as per Section 6– Requirement, providing regular updates to the Authority and engaging with the IAAP as per Section 10–Contract Management and Reporting	100%

12.2 Where the Authority identifies poor performance against any of the



performance indicators, the Authority reserves the right to seek early termination of the Contract in accordance with the procedures set out in Attachment 5–Terms and Conditions of Contract.

### **13. Security and confidentiality requirements**

13.1 In bidding for the work, Suppliers must confirm they meet the requirements for handling the data relevant to Section 6–Requirement that are set out in the following:

- [Government Security Classifications guidance](#)
- [Data Protection Act 2018](#)
- Schedule 7 in Attachment–Terms and Conditions of Contract
- Schedule 8–Security Requirements Document.

13.2 Suppliers must provide information on data management and security in their bids, and demonstrate that the team members they plan to assign to work on the programme have or are able to obtain the required level of police vetting as per Paragraph 8.2.

13.3 The successful Supplier will also be expected to put in place any reasonable safeguards required by case study forces that facilitate access to BWC footage as per Paragraph 6.5.

### **14. Intellectual property rights**

14.1 All intellectual property rights (IPR) in any materials provided by the Authority to the successful Supplier for the purposes of this Agreement shall remain the property of the Authority or its licensors who have granted the Authority explicit permission to sub-licence their materials. The Authority hereby grants the successful Supplier a royalty free, non-exclusive, non-sub-licensable and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the successful Supplier to perform its obligations under the Agreement.

14.2 All IPR in the successful Supplier's background ('pre-existing') intellectual property rights remain the property of the successful Supplier. The successful



Supplier hereby grants to the Authority a non-exclusive, royalty-free licence to use (with a right to sub-licence) any background IPR included in the services to enable the Authority to make full use of the materials arising out of, or in connection with, the supply or use of the Services.

- 14.3 In the event that the successful Supplier uses any third party copyright or other intellectual property in its performance of its obligations under the Agreement, it hereby represents, undertakes and warrants to the Authority that it shall possess and maintain all necessary licences, authorisations and consents for the successful Supplier and the Authority to use (with a right to sub-license) such copyright or intellectual property for the purposes of this Agreement.
- 14.4 All IPR in any materials created or developed by the successful Supplier pursuant to this Agreement or arising as a result of the provision of the Services shall vest in the Authority and the successful Supplier hereby assigns by way of current assignment of future rights with full title guarantee free from any restrictions or third party right, all such IPR to the Authority and undertakes to procure that any third party engaged by the successful Supplier to produce materials pursuant to this Agreement shall assign such IPR to the Authority.
- 14.5 The successful Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the successful Supplier or any staff, agents or sub-contractors (including students).
- 14.6 The successful Supplier shall obtain waivers of all moral rights in any materials created or developed by the successful Supplier pursuant to the Agreement or arising as a result of the provision of the services to which any





individual is not or may be at any future time entitled.

14.7 The successful Supplier shall not furnish the name, trademark or proprietary indicia of the College, use as a reference, or utilise the name, trademark or proprietary indicia of the College, in any customer list, advertising, announcement, press release or promotional materials, including testimonials, quotations, case studies, and other endorsements. No exceptions are granted without the prior written consent of the College. Such consent to be granted or withheld is the sole and absolute discretion of the College.

14.8 The Authority grants the successful Supplier a royalty-free, non-exclusive, non-sub-licensable and non-transferable licence to use the deliverables in Section 11–Contract Milestones for research and teaching purposes; and, for the purposes of publication subject to Paragraph 14.9.

14.9 The Supplier shall have the right to publish, once the Authority has published the deliverables in Section 11–Contract Milestones, in accordance with normal academic practice, subject to the prior written consent of the Authority. Such consent shall not be unreasonably withheld, conditioned or delayed by the Authority and is to be requested by the Supplier, in writing, at least 30 days before the date of the proposed submission for publication.

14.10 For the avoidance of doubt, Section 14:

- Shall survive the expiry of earlier termination of this Agreement
- Takes precedent over the IPR clause set out in Attachment 5–Terms and Conditions of Contract.

## **15. Price**

15.1 See Annex C.

## **16. Payment and invoicing**

16.1 The Authority can only issue payments to the successful Supplier for the delivery of milestones following receipt of satisfactory deliverables set out in Section 11–Contract Milestones.

16.2 Before the Authority considers issuing a payment for a deliverable, the



successful Supplier must submit an invoice to REDACTED or the address on the purchase order, which will be issued to the successful Supplier by the Authority. Every invoice must include:

- Details of the millstone that has been delivered
- A breakdown of the work that has been carried out and associated costs
- The purchase order number for the work.



## **ANNEX B**

### **Supplier Proposal**

REDACTED

#### **Annex C**

Costs include all resources, Equipment and materials, Administration and Expenses (travel/accommodation/subsistence). The total **capped** cost is £219,688

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Attachment 4 RM6018

REDACTED

