

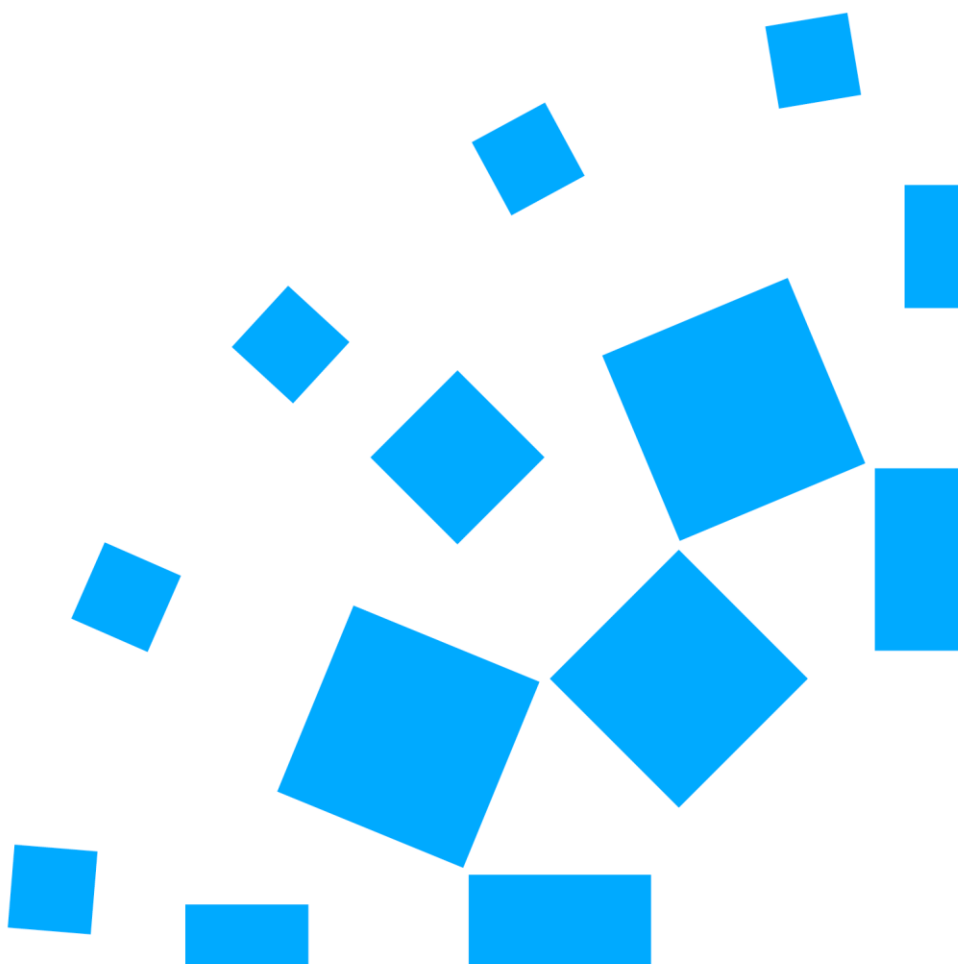
# Product Licence Schedule

Upstander

Ref. no.: PL-R-102

Version: 1.0

Date: November 2023



## Product Licence Schedule: Upstander

### 1. Introduction

- 1.1 This product licence schedule forms part of the College of Policing's (the 'Licensor's') consolidated licence. It articulates the terms and conditions which relate specifically to this Product but **must** be read in conjunction with the consolidated licence. A copy of the consolidated licence can be found at: <https://www.college.police.uk/career-learning/licensed-products>.
- 1.2 A list of all the Licensor's licensed products (and licence fees for organisations who are not a Home Office Police Force) as well as Product Licence Schedules for each Product is published [online](#) (excluding any police sensitive products). Licensees are also able to search whether their organisation has a consolidated licence and which products they are licensed to use/deliver at: <https://www.college.police.uk/career-learning/licensed-products>.
- 1.3 The College's work is organised into four portfolios and its people are organised into professional communities and business units (enabling services). Responsibility for this **Product** (the 'Upstander') sits within the Diversity and Inclusion Portfolio, within the Engagement and Implementation professional community.
- 1.4. For enquires regarding this Product please contact the Diversity and Inclusion Team. Email: [DEImplementation@college.police.uk](mailto:DEImplementation@college.police.uk).
- 1.5 For enquiries about licensing please contact the Copyright and Licensing team at: [Copyright&Licensing@college.police.uk](mailto:Copyright&Licensing@college.police.uk)

### 2. Background

- 2.1 The Upstander has been produced for organisations to self-deliver. Its purpose is to empower Learners with the knowledge and skills, in order to challenge inappropriate behaviour through active intervention, and build a fair and equal culture based on inclusion and respect for all. The below conditions have to be met for this to happen.

### 3. Licensed Purpose

- 3.1 Subject to the licence terms, this Licence enables the Licensee to deliver the Product to the Permitted Audience.

### 4. Licensed Resources (as updated from time to time)

- 4.1 The Upstander resources:

Upstander - Trainer Slides (v1, Nov 2023)	UPST_TR_001_PPT
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Upstander – Slides TTT Version (v1, Nov 2023)	UPST_TR_002_PPT
Upstander - Facilitator Guide (v1, Nov 2023)	UPST_TR_001_PDF
Upstander - Learning Workbook (v1, Nov 2023)	UPST_LR_001_DOC
Upstander – Lived Experience Transcript (v1, Nov 2023)	UPST_TR_002_PDF
Upstander - Force Guidance (v1, Nov 2023)	UPST_SG_001_PDF
Upstander (E-learning)	COP_ES_758_O_EL_001_01_00

- 4.2 The Licensor will run Train-the-Trainer events subject to demand. For further information or to book onto the event, please contact the Licensor (see section 1.4 for contact details).

## **5. Access to Licensed Resources**

- 5.1 Licensed resources can be accessed on College Learn (the Licensor's online learning management system) provided by the Digital, Data & Technology (DDaT) team.
- 5.2 Licensees will be able to access the licensed resources once their nominated trainer(s) have successfully completed a College Train-the-Trainer event for Upstander.

## **6. Government Security Classifications (GSC)**

- 6.1 The licensed resources in this Product are classified as OFFICIAL under the Government Security Classifications and are to be handled accordingly.

## **7. Proprietary Information and Security**

- 7.1 The licensed resources in this Product are designated as Confidential Information and must be treated as confidential and safeguarded accordingly (consolidated licence clause 5 refers). For the avoidance of doubt, this includes but is not limited to the uploading of tactics or curriculum materials to corporate or personal websites, social media, or other social platforms, or making available at events or open days.

## **8. Product enquiries and requests for disclosure under the Freedom of Information Act (FOIA) and Criminal Procedures and Investigations Act (CPIA)**

- 8.1 All enquiries relating to this Product must be referred to the Licensor promptly, and Licensees must use all reasonable endeavours to secure exemptions from disclosure

under Section 41: Information Provided In Confidence (its disclosure would constitute a breach of confidence actionable by the Licensor).

- 8.2 Licensees who are subject to requests for disclosure under FOIA or CPIA are required to consult the Licensor before disclosing any of the Licensor's Products which are either classified as OFFICIAL-SENSITIVE or above under the GSC or contain police tactics and must use all reasonable endeavours to secure exemptions from disclosure.

## **9. Licence Term**

- 9.1 The licence term for this Product ends on 31 March 2024.

## **10. Licence Fees**

- 10.1 There is no licence fee for Home Office Police Forces to use this Product.
- 10.2 An annual licence fee of £564 applies from 1 April 2023 to 31 March 2024 to Licensees who are not a Home Office Police Force, but do have a current PL-P-101 Digital Services product licence. An additional charge of £477 plus the cost of a Client Domain will apply to Licensees who are not Home Office Police Forces and are accessing the Product via a Client Domain.
- 10.3 Any support required by the Licensee to use/deliver this Product will be charged at a daily rate to be agreed by both parties.
- 10.4 The Licensor reserves the right to impose charges in relation to future Train-the-Trainer events on a cost recovery basis.

## **11. Use in Licensee's Own Products**

- 11.1 Not permitted

## **12. Licensor's Logo and Copyright Assertion Notice**

- 12.1 Removal of the Licensor's logo or any copyright protection from the licensed materials is prohibited.

## **13. Permitted Audience**

- 13.1 Where the Licensee is a Home Office Police Force, the Product may be used to provide training to its Internal Staff and also to other Home Office Police Forces personnel including Specials, PCSOs and Police Support Volunteers.

- 13.2 Where the Licensee is not a Home Office Police Force, the Product shall only be used to provide training to its Internal Staff on a non-commercial basis, except as expressly authorised under the Licence.
- 13.3 Licensees must obtain prior written approval from the Licensor to extend the Permitted Audience, whether on a commercial or non-commercial basis by submitting a [Permission Request Form](#).

## **14. Commercial Use**

- 14.1 Where the Licensee is a Home Office Police Force, the Licensee is permitted to cross-charge other Home Office Police Forces up to Full Cost for the delivery of services utilising the Product to the Permitted Audience.
- 14.2 Where the Licensee is not a Home Office Police Force, the Product shall only be used to provide training to its Internal Staff on a non-commercial basis.
- 14.3 Except as permitted above this Product shall not be used to generate income without the Licensor's prior written permission.

## **15. Sharing/Outsourcing**

- 15.1 Except as permitted in this Licence this Product shall not be shared with third parties without the Licensor's prior written permission.

## **16. Adapting/Modifying**

- 16.1 This Product (excluding e-learning and any other digital content produced by the Licensor including videos, audio files, games, animations) may be marginally adapted for local contextualisation purposes thereby creating a local version of the Licensor's Product.
- 16.2 Where the Product has been marginally adapted Licensees may continue to use the Licensor's logo/branding (and add their own logo if they choose) but shall mark the new materials as being modified from the Licensor's original materials and acknowledge that these materials are not accredited by the Licensor.
- 16.3 Modified versions of the Product shall only be used for the original Licensed Purpose and Permitted Audience.
- 16.4 The Licensor does not accept responsibility for any modifications or any change to the meaning of the Product as a result of any modification.

- 16.5 Licensees shall not re-purpose or make changes (except contextualisation changes as described in clause 16.1) to the Product without the Licensor's prior written approval.

## **17. Product Improvements**

- 17.1 Where the Licensee identifies any product improvements, including areas where the licensed resources are out-of-date or incorrect, these should be told to and shared with the Licensor (see section 1.4 for contact details).

## **18. Supplementary Materials**

- 18.1 Any additional materials created or used by the Licensee to supplement the Product cannot be validated or endorsed by the Licensor.

## **19. Permission Requests**

- 19.1 Licensees shall request permission to use this Product outside these licence terms by submitting a [Permission Request Form](#) to the Copyright and Licensing team at: [Copyright&Licensing@college.police.uk](mailto:Copyright&Licensing@college.police.uk), at least 10 working days before contract and/or commencement.

## **20. Territory**

- 20.1 Where the Licensee is a Home Office Police Force, this Product shall only be used within England and Wales. For the avoidance of doubt, this excludes the States of Guernsey, Jersey and the Isle of Man.
- 20.2 Where the Licensee is not a Home Office Police Force, this Product shall only be used within the Licensee's Official Business Premises.

## **21. Trainer Standards**

- 21.1 Licensees delivering this Product shall ensure all their trainers meet the Police Sector Standards for Training of Trainers. The standards can be found on the Licensor's [Training Essentials Programme \(TEP\) webpage](#), under the 'Additional documents' title in the Key Details table.

## **22. Police Service Quality Management System (PSQMS)**

- 22.1 Clause not used.

## **23. Delivery Standards and Assurance**

- 23.1 Licensees shall ensure that each training event is opened by a Chief Officer (ideally Chief Constable), which can be in the form of an online video message. The Chief Officer must be briefed as to what the message is, please refer to the Force Guidance document for details.
- 23.2 Licensees shall ensure that their trainer delivering this Product has successfully completed the College's Train-the-Trainer event for Upstander, or has received cascaded training from a trainer that has attended the College's Train-the-Trainer event for the Upstander.
- 23.3 Licensees' trainers who have attended the College of Policing Train-the-Trainer event for Upstander can cascade this training to other trainers in their organisation to ensure resilience and capacity. The cascaded training shall include a Train-the-Trainer session, an observation session, a co-delivered session and an observed delivery session.
- 23.4 Licensees shall ensure that an organisation-wide mechanism is in place to support Internal Staff when they upstand/speak up, and provide a guide and an organisation-wide mechanism on how they can report incidents of discrimination that they have witnessed, such as, organisation specific procedures and processes.
- 23.5 The learning standards for the Product are defined in the national policing curriculum (NPC). The national policing curriculum is supported by a wide range of management and trainer resources, including where appropriate programme specifications and trainer guides. Licensees shall ensure they are using the latest versions of these documents. These are accessible from College Learn: <https://www.learn.college.police.uk>.
- 23.6 Where the Licensee is a Home Office Police Force, Licensees shall monitor their use or delivery of the Product in line with the requirements of the Police Service Quality Assurance (PSQA) Scheme. Further information on the Scheme can be obtained from: [PSQA.Enquiries@college.police.uk](mailto:PSQA.Enquiries@college.police.uk).
- 23.7 A copy of the Police Service Quality Assurance (PSQA) Scheme handbook is accessible from College Learn: <https://www.learn.college.police.uk>.
- 23.8 Where the Licensee is not a Home Office Police Force, the Licensee may either monitor their use or delivery of the Product in line with the requirements of the Police Service Quality Assurance (PSQA) Scheme or apply their own quality assurance process to ensure the integrity of the Product and any delivery requirements specified in this Licence. Licensees may be required to evidence their quality assurance processes on receipt of a request for such from the Licensor or an authorised representative.

- 23.9 The Licensor may require Licensees to participate in national PSQA audits. If this Product is selected for auditing, the Licensee shall co-operate with the Licensor in conducting the auditing exercise and undertakes to ensure that its staff comply with its obligations under this clause.
- 23.10 Use or delivery of the Product shall be in accordance with the relevant Upstander guides. For the avoidance of doubt, this Licence shall take precedence over any supplementary guidance documents.
- 23.11 In accordance with consolidated licence clause 4.1.9 the Licensor has access at all reasonable times to oversee the Licensee's use of the Product to ensure compliance of the current delivery standards and licence terms.
- 23.12 Licensees shall provide the Licensor with any licence related management information (including but not limited to the number of courses delivered and/or number of Learners/users of the Product) that the Licensor determines is appropriate for the purpose of monitoring activity under the licence, as required under the product licence or on request.

## **24. Special Conditions**

- 24.1 Clause not used

## **25. Prior Experience, Pre-requisite and/or Co-requisite Learning**

- 25.1 Not required.