

## Product Licence Schedule

Digital Services - E-learning and the online learning environment (College Learn)

Ref. no.: PL-P-101

Version: 4.0

Date: October 2021

## Product Licence Schedule: Digital Services – E-learning and the online learning environment (College Learn)

### 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 refer to our online Licensed Product and Licensees Register to check whether their organisation has a consolidated licence and which products they are licensed to use/deliver at: <https://www.college.police.uk/about/licensing-products>.
- 1.3 Responsibility for this Product (the 'Digital Services – E-learning and the online learning environment (College Learn)') sits within the Licensor's Digital Information Services Unit.
- 1.4 For enquires regarding this Product please contact the Digital Information Services Unit, College of Policing, Leamington Road, Ryton-on-Dunsmore, Coventry, Warwickshire. CV8 3EN. Email: [digitalservices@college.pnn.police.uk](mailto:digitalservices@college.pnn.police.uk).
- 1.5 For enquiries about licensing please contact the Copyright and Licensing team at: [Copyright&Licensing@college.pnn.police.uk](mailto:Copyright&Licensing@college.pnn.police.uk).

### 2. Background

- 2.1 The Police National online learning environment (College Learn,) formerly the Managed Learning Environment (MLE), is developed and delivered by the Licensor's Digital Information Services Unit.
- 2.2 The online learning environment (College Learn) is a bespoke information system used for delivering digital learning content including e-learning and for the management of that learning.
- 2.3 Home Office Police Forces and other licensed organisations are granted access to the online learning environment (College Learn) via their own local domain which gives them access to all national e-learning products developed or hosted by the Digital Information Services Unit and associated digital learning resources including an audio/video sharing feature. Organisations are also able to upload their own local learning content, including

e-learning, onto their local domain and manage their Learners' access and use of that learning.

### **3. Licensed Purpose**

- 3.1 Subject to the licence terms, this Licence enables the Licensee to access and use the online learning environment (College Learn) and the associated learning products as described in section 2.3.
- 3.2 The online learning environment (College Learn) also hosts most of the National Policing Curriculum (NPC) but permission to use or deliver NPC materials including learning standards and learning programmes is granted via separate licensing arrangements.

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

- 4.1 Digital Services e-learning and the online learning environment (College Learn) licensed resources:
- Local domain on the police national online learning environment (College Learn)
  - All national e-learning developed or hosted by the Digital Information Services Unit and available on the online learning environment (College Learn) (as updated from time to time).
  - Associated digital learning resources.
- 4.2 Licensees are also be able to access Digital Services such as consultancy, technical and development of e-learning and the online learning environment (College Learn) system training (contracted separately).

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

- 5.1 Subject to the Customer Charter version 4.0, the Permitted Audience can utilise their local domain and access the national e-learning resources on the online learning environment (College Learn)

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

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

### **7. Confidentiality 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).

## 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.
- 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 2022.

## 10. Licence Fees

- 10.1 There is no licence fee for Home Office Police Forces to use this Product.
- 10.2 Licence fees for organisations who are not a Home Office Police Force to use the Product are as follows:
- 10.2.1 **Initial set-up fee** - where appropriate, a one-off fee will apply to new Licensees to cover the cost of the initial set-up and configuration for access to the online learning environment (College Learn).
- This fee will vary according to the Licensees' requirements but will typically include domain set-up and configuration, registration of Users, provision of training to the Licensees' designated Domain Administrator and technical support during and post implementation.
  - Invoice will be raised on signature of the Licence and is payable within 30 days of the Licence Commencement Date.
- 10.2.2 **Pre-paid User fees** – these are annually recurring fees for Licensees' Users to access the online learning environment (College Learn).
- The number of pre-paid Users is agreed and paid on a pro rata basis and at licence renewal.
  - This annual fee of £11.67 per User applies to Licensees who are not Home Office Police Forces.
  - Invoice will be raised on signature of the Licence and is payable within 30 days of the Licence Commencement Date.
  - Licensees may exceed the number of pre-paid User fees by up to nine Users without incurring any additional charge. If this number is exceeded, the

Licensee will incur the following post-pay User fees for all additional Users over the number of pre-paid Users. For the avoidance of doubt, this includes the first nine Users.

- 10.2.3 **Post-pay User fees** – these are one-off and annually re-occurring fees to cover the costs of ten or more additional Users beyond the number of pre-paid Users.
- This fee of £11.67 per User applies to Licensees who are not Home Office Police Forces. This is invoiced annually in arrears, by taking the Licensee's highest number of Users recorded in the year.

## 11. Use in Own Products

- 11.1 Not permitted.

## 12. Use of Licensor's Logo

- 12.1 Clause not used.

## 13. Permitted Audience

- 13.1 Where the Licensee is a Home Office Police Force, access to the online learning environment (College Learn) and associated learning products may also be provided to their Specials, PCSOs and Police Support Volunteers.
- 13.2 Where the Licensee is not a Home Office Police Force access to the online learning environment (College Learn) and associated learning products shall only be used for its Internal Staff on a non-commercial basis.
- 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 Clause not used.

## 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 Not permitted.

## **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 reported 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.pnn.police.uk](mailto:Copyright&Licensing@college.pnn.police.uk), at least 14 days before contract and/or commencement.

## **20. Territory**

- 20.1 Clause not used.

## **21. Additional Terms and Conditions**

- 21.1 The Licensee shall comply with the standards and working practices in the Digital Services Customer Charter.
- 21.2 In accordance with the 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 standards and licence terms.
- 21.3 Information Assurance: the Licensee shall comply with relevant IT security standards including the Security Policy Framework and is assured by the National Police Information Risk Management Team.

## **22. IP (Intellectual Property) terms for hosting content on the national domain of the online learning environment (College Learn) or subsequent versions thereof**

- 22.1 See Appendix A, note that content uploaded onto the national domain can be accessed by a wide range of policing and non-policing users of the Licensor's online learning environment (College Learn).

## APPENDIX A

### **IP (Intellectual Property) terms for hosting content on the national domain of the online learning environment (College Learn) or subsequent versions thereof**

- A.1 The Licensor does not guarantee any confidentiality with respect to content.
- A.2 The Licensor reserves the right to remove content without prior notice and at its sole discretion.
- A.3 The Licensee retains all ownership of their rights in their content, but are required to grant limited license rights, as per paragraph A.9 below, to the Licensor and other users of the Licensor's online learning environment (College Learn).
- A.4 The Licensor only undertakes to make the Licensee's content available to those organisations who have a corporate license to access the online learning environment (College Learn), unless the Licensor has specified that access must be limited to certain organisations who have a corporate online learning environment (College Learn) license.
- A.5 The Licensee agree that they are solely responsible for their content and the consequences of publishing it.
- A.6 The Licensor does not endorse any content supplied by the Licensee, or any opinion, recommendation, or advice expressed therein, and the Licensor expressly disclaims any and all liability in connection with the Licensee's content.
- A.7 The Licensee represent and warrant that they have (and will continue to have whilst their content is hosted on the online learning environment (College Learn) all necessary licenses, rights, consents, and permissions which are required to enable the Licensor to host the Licensee's content on the online learning environment (College Learn), and to otherwise use their content in connection with the Licensor's hosting of it on the online learning environment (College Learn).
- A.8 The Licensee agree that content submitted to the Licensor will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy, performers' rights or rights of publicity), unless they have a formal licence or permission from the rightful owner, or are otherwise legally entitled, to post the content in question and to grant the Licensor the licence referred to in paragraph A.9 below.
- A.9 The Licensee hereby grants to the Licensor, a worldwide, non-exclusive, royalty-free, transferable licence (with right to sub-license) to use, reproduce, distribute, prepare

derivative works of, display, and perform their content in connection with the Licensor's hosting of their content on the online learning environment (College Learn).

- A.10 The Licensee hereby grants to each user of the online learning environment (College Learn) a worldwide, non-exclusive, royalty-free licence to access their content through the online learning environment (College Learn).
- A.11 The licences granted (under paragraphs A.9 and A.10) by the Licensee terminate when their content is removed or deleted from the online learning environment (College Learn).