



**CLEVELAND
POLICE**
Putting People First

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

CLEVELAND POLICE

AND

CRIME AND DISORDER PARTNERS

Version 1.0

VERSION	DATE	REASON	AMENDED BY
1.0	01/05/2007	First Version	Data Protection Officer



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INFORMATION SHARING AGREEMENT
ISAF0015

STANDARD TEMPLATE

SUMMARY SHEET

CRIME AND DISORDER PARTNERS

ISA Ref:	ISAF0015
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PURPOSE	To facilitate the exchange of information in relation to matters regarding crime and anti-social behaviour within the Cleveland Police area.
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PARTNERS	Cleveland Police Agencies listed in Appendix A
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Date Agreement comes into force:	1 ST April 2007
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Date Agreement Review:	1 st April 2008
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Agreement Owner:	Head of Criminal Justice and Community Safety Department, Cleveland Police
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Protective Marking:	Not Protectively Marked
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This is a controlled document issued by the Cleveland Police. Comments, queries and suggestions for amendments should be addressed to:

Director of Community Justice.
Middlesbrough Police Office
Bridge Street West
Middlesbrough.
TS2 1AB

Data Protection Officer
Cleveland Police HQ
P.O. Box 70,
Ladgate Lane,
Middlesbrough.
TS8 9EH.

Information Security Officer
Cleveland Police HQ,
P.O. Box 70,
Ladgate Lane,
Middlesbrough.
TS8 9EH.

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1. INTRODUCTION

1.1 Cleveland Police are committed to partnership working with responsible authorities, as defined within the Crime and Disorder Act 1998, to detect, prevent and reduce crime, disorder and anti-social behaviour.

1.2 This agreement outlines the need for the police and responsible authorities to work together to alleviate crime and anti-social behaviour and provides a framework for action.

2. PURPOSE

2.1 The purpose of this agreement is to facilitate the exchange of information in order to comply with the statutory duty on Chief Police Officers to implement crime reduction strategies. Responsible authorities will work together to develop and implement a strategy and tactics for crime reduction. It will incorporate measures aimed at:

- Facilitating a coordinated approach deploying partnership resources to target crime, disorder and anti-social behaviour;
- Facilitating the collection and exchange of relevant information;
- The pursuit of civil or criminal proceedings – either by Cleveland Police or Partners to this agreement;
- Ensuring that the sharing of information meets one or more of the policing purposes.

2.2 The agreement seeks to increase and promote public confidence within the communities of the Cleveland Police area and to encouraging their support in enabling Cleveland Police and responsible authorities, party to this agreement, to combat crime, disorder and antisocial behaviour.



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3. PARTNERS

3.1 This agreement is between the following partners:

- **CLEVELAND POLICE** and
- **PARTNER AGENCIES** (listed at Appendix A)

3.2 It will be the responsibility of these partners to ensure that:

- Realistic expectations prevail from the outset
- Ethical standards are maintained
- A mechanism exists by which the flow of information can be controlled
- The integrity of the data is maintained
- Appropriate training is given
- Adequate arrangements exist to test adherence to the Agreement

4. POWERS

4.1 This agreement fulfils the requirements of the following:

- Crime and Disorder Act 1998;
- Data Protection Act 1998;
- Human Rights Act 2000;
- Freedom of information Act 2000;
- Computer Misuse Act 1990
- ACPO/ACPOS Information Systems Community Security Policy



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5. PROCESS

5.1 This agreement has been formulated to facilitate the exchange of information between partners. It is, however, incumbent on all partners to recognise that any information shared must be justified on the merits of each case.

5.2 TYPES OF INFORMATION TO BE SHARED

Cleveland Police will share:

- De-personalised information relating to crime or anti-social behaviour in the Cleveland Police area.
- Evidence of relevant convictions of any person engaged in crime and anti-social behaviour providing the offences are not considered spent under the Rehabilitation of Offenders Act 1974;
- Evidence of relevant cautions accepted by any person engaged in crime and anti-social behaviour where the date of the caution is less than twelve months from the disclosure date;
- Evidence of Offences, the commission of which amounts to the illegal or immoral use of a property.
- Evidence of Current Anti Social Behaviour Orders (ASBO) and Criminal Anti Social Behaviour Orders (CRASBO).
- Evidence of warnings given under the Harassment Act 1997, where warnings are recorded by the police against a person engaged in crime and anti-social behaviour.
- Information in relation to Prolific and Priority Offenders.
- Photographs and relevant non conviction information.
- Copies of statements made to the police by third parties where written permission has been provided by the statement maker for that statement to be disclosed for use in civil proceedings.



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Partners to this agreement will share:

- Evidence held by responsible authorities to support any proceedings on crime and disorder related matters, including complaints from neighbours or the public relating to criminal or anti-social behaviour.

5.3 CONSTRAINTS ON THE USE OF THE INFORMATION

5.3.1 The information shared must not be disclosed to any third party without the written consent of the agency that provided the information. It must be stored securely and deleted when it is no longer required for the purpose for which it is provided.

5.3.2 Disclosure of personal data must be relevant and only the minimum amount required for the purpose and can only be used for the purpose for which it is supplied.

5.3.3 The identity of the originator must be recorded against the relevant data. No secondary use or other use may be made unless the consent of the disclosing party to that secondary use is sought and granted in writing.

5.3.4 Disclosure must be compatible with the second data protection principle:

- ‘Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes’.

5.4 ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

5.4.1 Each partner must appoint a named single point of contact (SPoC) who must work together to jointly solve problems relating to this agreement.

5.4.2 All Police Officers or Police staff who are responsible for the specific task of the effective exchange of information and will be required to comply with current Data Protection legislation. The sharing of information must only take place where it is valid and legally justified

5.4.3 It will be the responsibility of the designated Police Officer or Police staff to disclose only relevant and appropriate information and will be accountable for that disclosure.

5.4.4 The designated Police Officer or Police staff member must ensure that the request meets a policing purpose. Where the information refers to a victim or witness, their written consent must be obtained.

5.4.5 SPoCs must meet regularly to discuss and prioritise incidents of criminal or anti-social behaviour. Both contacts have a responsibility to create a file or folder that



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can record each individual request for information and the decision made. It must include copies of the request for information, details of the data accessed and notes of any meeting, correspondence or phone calls relating to the request. Detective Inspector, Directorate of Intelligence.

5.4.6 Any request for information must meet one or more of the policing purposes.

5.4.7 All access and search activities are auditable through the relevant computer systems audit trails. Access and use will be monitored using both system audit trails and formal auditing procedures.

5.4.8 All non police employees must sign the Official Secrets Act prior to undertaking work that involves regular access to the information being shared.

5.4.9 A Memorandum of Understanding will be drawn up for each agency requiring access. The procedure to follow is detailed in the Information System Access Policy. This will be personal to the agency and will be drafted at a local level. It will outline specifically what information they will use and in what circumstances. This will be subject to annual reviews.

5.5 SPECIFIC PROCEDURES

5.5.1 Handling Requests for Information – all requests for information must be made in writing using the ‘CONFIDENTIAL – Request for Disclosure Form (Appendix B). All sections of the form must be completed and must show an authorised signatory prior to being directed to a nominated officer.

5.5.2 Requests may **not** be made by fax. Similarly, requests and replies should **not** be communicated via e-mail as the internet is not secure for the transmission of personal and sensitive personal information.

5.5.3 Requests in relation to direct access to Cleveland Police information systems by statutory partners must be made in accordance with the procedure contained within the Force Information Systems Access policy.

5.5.4 Information Requested by Partners - Prior to Conviction or Caution

5.5.5 Information prior to a conviction or caution will be disclosed, where the information forms part of an ongoing ASBO or CRASBO investigation.

5.5.6 In some cases, civil proceedings may be a more appropriate route to take than a criminal prosecution. Where this occurs, it will be the responsibility of the police to determine whether or not they will support civil proceedings.



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5.5.7 Where the local authority requests information about a particular individual when a criminal investigation has already started, any decision on whether or not to proceed with a criminal prosecution must be referred to the designated police officer who will liaise with the Crown Prosecution Service. This is particularly important in cases involving child abuse and domestic violence.

5.5.8 Where a criminal prosecution is pending and the local authority wishes to pursue civil proceedings in advance of a prosecution, a police officer can only provide factual information with the prior consent of the Crown Prosecution Service. The police cannot provide opinion evidence.

5.5.9 Officers attending incidents should make relevant entries of any complaints or statements obtained during criminal investigations. These complaints or statements can only be shared with the local authority with the individual's written permission and only once the criminal proceedings have been completed.

5.5.10 Information Requested by Partners - Post Conviction or Caution

5.5.11 Where the criminal process is complete, copies of relevant police statements may be released to Partner Agencies. Statements obtained from witnesses will also be released provided the appropriate written consent has been given.

5.5.12 Convictions will **not** be disclosed that are spent within the meaning of the Rehabilitation of Offenders Act or where the step down model applies.

5.6 REVIEW, RETENTION AND DISPOSAL

5.6.1 Partners to this agreement undertake that personal data shared will only be used for the specific purpose for which it is requested. The recipient of the information is required to keep it securely stored and will dispose of it when it is no longer required. The force may also want to request a copy of the partner's information security policy (where it exists) when sensitive personal data is to be shared.

5.6.2 Files containing information from partner sources will be reviewed in line with force policy.

5.6.3 The recipient will not release the information to any third party without obtaining the express written authority of the partner who provided the information.

5.7 REVIEW OF THE INFORMATION SHARING AGREEMENT

5.7.1 The ISA will be reviewed six months after its implementation and annually thereafter. The nominated holder of this agreement is Cleveland Police. It is based on the national template for Information Sharing which forms part of the guidance issued on the Management of Police Information by ACPO and the Home Office.



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5.8 INDEMNITY

- 5.8.1 Partners to this agreement as receivers of police information will accept total liability for a breach of this Information Sharing Agreement should legal proceedings be served in relation to the breach.

6. DATA QUALITY

6.1 Information discovered to be inaccurate or inadequate for the purpose will be notified to the data owner who will be responsible for correcting the data and notifying all other recipients of the data who must ensure that the correction is made.

6.2 Any disclosure of personal data must have regard to both common and statute law e.g. defamation, the common law duty of confidence and data protection principles as well as any relevant codes of practice and Human Rights.

7. SECURITY

7.1 Signatories to this agreement must designate an individual within their organisation to assume responsibility for data protection, security and confidentiality and compliance with legislation. The designated person will ensure that Data Protection registrations or notifications are in place to cover the holding and use of personal data.

7.2 It is expected that partners of this agreement will have in place baseline security measures compliant with ISO 17799:2005/ISO 27001:2005.

7.3 All Signatories will ensure that they have these appropriate security arrangements in place. Only nominated representatives can access, request information, and make disclosure decisions. Data should be stored securely to prevent unauthorised access and disclosure.

7.4 Any changes in nominated officers will be notified in writing as soon as practicable and in any event within 5 working days after such a change has occurred.

7.5 As part of the Information Sharing Agreement procedure all partners must complete an Information Security Questionnaire. This will be forwarded and retained by the Cleveland Police Information Security Officer for the purposes of audit.

7.6 A nominated Cleveland Police employee will, by arrangement, undertake a physical review of the security in place to ensure the confidentiality, integrity, availability and non-repudiation of the Force information being stored under this agreement.



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8. COMPLAINTS AND BREACHES

8.1 Each party should agree a procedure to be followed in the event of a complaint being received by any party on the use or disclosure of personal data.

9. AMENDMENTS TO THE AGREEMENT

9.1 Any partner may make suggestions for amendments to the agreement at any time.

9.2 To enable partners to exchange views prior to changes being made it is suggested that such changes be discussed at the appropriate forum. No changes can be made unless each is agreed

10. SUBJECT ACCESS

10.1 When an agency receives a subject access application and personal data is identified as belonging to another agency, it will be the responsibility of the receiving agency to contact the data owner to determine whether the latter wishes to claim an exemption under the provisions of the Data Protection Act.

10.2 Where a data controller cannot comply with the request without disclosing information relating to another individual who can be identified from that information, he is not obliged to comply with the request unless: -

- a) The other individual has consented to the disclosure of the information to the person making the request, or,
- b) It is reasonable in all circumstances to comply with the request without the consent of the other individual.

10.3 In determining whether it is reasonable, regard should be had to

- Any duty of confidentiality owed to the other individual.
- Any steps taken by the data controller with a view to seeking the consent of the other individual.
- Whether the other individual is capable of giving consent, and
- Any express refusal of consent by the other individual.

11. FREEDOM OF INFORMATION



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- 11.1 Requests under the Freedom of Information Act that may involve access to policy documents and the decision-making process should be dealt with as above.
- 11.2 Agencies are reminded that these arrangements should be publicly available.



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12. SIGNATURES

12.1 By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself is sufficient to meet the purpose of this agreement.

12.2 Signatories must also ensure that they comply with all relevant legislation.

Signed on behalf of: Cleveland Police

.....

Title:

Rank/Position:

Date:

Signed on behalf of: Insert Partner Agency details here

.....

Title:

Rank/Position:

Date:

Signed on behalf of: Insert Partner Agency details here

.....

Title:

Rank/Position:

Date:



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Signed on behalf of: **Insert Partner Agency details here**

.....

Title:

Rank/Position:

Date:

Signed on behalf of: **Insert Partner Agency details here**

.....

Title:

Rank/Position:

Date:

Signed on behalf of: **Insert Partner Agency details here**

.....

Title:

Rank/Position:

Date:



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APPENDIX A

**INFORMATION SHARING AGREEMENT
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PARTNER AGENCIES

PARTNER AGENCIES

Insert Partner Agency details here



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REQUEST FOR DISCLOSURE FROM POLICE

REQUEST FOR INFORMATION – DATA PROTECTION ACT 1998

Section 115 of the Crime & Disorder Act 1998 ensures all agencies have a power to disclose: *it does not impose a requirement on them to exchange information*, and so control over disclosure remains with the agency which holds the data.

Information exchange, whether carried out under the power in section 115 or under any other common law or statutory power, is therefore controlled by data protection legislation and common law.

The most efficient way of ensuring that disclosure is properly handled is to operate within information sharing agreements carefully formulated by the agencies involved.

Failure to provide full details in all sections of this application will result in the request being declined and the forms returned to sender.

DETAILS OF THE PARTNER AGENCY	
Company Name:	_____
Department:	_____
Person Requesting:	_____
Address:	_____
Telephone:	_____

The Partner Agency must be investigating the individual(s) with a view to:

FULL DETAILS OF THE INVESTIGATION	(Delete as appropriate)
<ul style="list-style-type: none"> • Taking out an injunction • Gathering evidence for an Anti-Social Behaviour Order • Instituting proceedings (as described below) 	

Partner Agency Ref / Case File No:	_____
Police Reference No:	_____

Legal basis for disclosure	(Quote the Act(s) & Section(s) or Statute(s) that are applicable)



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REQUEST FOR DISCLOSURE FROM POLICE

Full details of the individual(s) must be provided in the section below.

DETAILS OF THE INDIVIDUAL(S) (Full particulars required)

Full Name	
Date of Birth	
Current Address	
Alias / Maiden Name(s)	

DETAILS / CIRCUMSTANCES OF PARTNER AGENCY INVESTIGATION

INFORMATION REQUESTED (Delete as appropriate)

<ul style="list-style-type: none"> • Details of any criminal convictions / cautions involving relevant activities • A summary of relevant Police visits to the household as a result of complaints • Details of relevant activities witnessed by a Police Officer (incl. Statements) • Other type of relevant information not specified above (details shown below)

Signed: _____ Date: _____

Activities will only be deemed relevant if:

- *The tenant or any other person in the property (excluding Juveniles) has been convicted of using the dwelling house or allowing the dwelling house to be used for immoral or illegal purposes, or*
- *The activities that have taken place in the vicinity and have caused or had the potential to cause injury, nuisance or disturbance to any other person or damage to property.*

NB: Offences, which are spent under the Rehabilitation of Offenders Act 1974 and cautions/convictions relating to Juveniles, will not be disclosed.

Only minimum relevant information to achieve the purpose will be disclosed.