

NOT PROTECTIVELY MARKED

# INFORMATION SHARING AGREEMENT

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

BOSTON PUBWATCH SCHEME

AND

LINCOLNSHIRE POLICE

Version 1.0

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**SUMMARY SHEET**

INFORMATION SHARING AGREEMENT
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<b>ISA Ref:</b>	LP003/E - Boston Pubwatch Scheme
<b>PURPOSE</b>	To create a system for the formal exchange of information and intelligence between the police, and members of the Boston Pubwatch Scheme, with the intention to prevent, detect, and/or reduce alcohol related crimes, and crimes potentially associated with licensed premises in the Boston area.
<b>PARTNERS</b>	Lincolnshire Police  Boston Pubwatch Scheme.
<b>Date Agreement comes into force:</b>	To be agreed
<b>Date of Agreement Review:</b>	Six months after coming into force, then annually
<b>Agreement Owner:</b>	Lincolnshire Police
<b>Agreement drawn up by:</b>	Mr Dick Massey – ISA Officer
<b>Location of Signed Agreement in force:</b>	Information Management Unit, Force HQ
<b>Protective Marking:</b>	Not protectively marked.

## VERSION RECORD

Version No.	Amendments Made	Authorisation
001	INITIAL DRAFT	Mr Dick Massey – ISA Officer
00		
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**NOT PROTECTIVELY MARKED****1. INTRODUCTION**

- 1.1 Lincolnshire Police are committed to partnership working and continually look for opportunities to work more closely with identified partners to detect, prevent and reduce crime and anti social behaviour.
- 1.2 This agreement outlines the need for the police and members of the Boston Pubwatch Scheme to work together to alleviate crime in the Boston area, and provides a framework for action.

**2. PURPOSE**

- 2.1 The purpose of this agreement is to enable action to be taken against crime involving violence; alcohol abuse; public order; drugs supply/possession/use, and information relating to personal safety of staff and door supervisors. It will incorporate measures aimed at:
- Facilitating a coordinated approach that targets crime
  - Facilitating the collection and exchange of relevant information
  - The pursuit of criminal proceedings – either by Lincolnshire Police or the members of the Boston Pubwatch Scheme.
  - Ensuring that the sharing of information meets one or more of the policing purposes.
- 2.2 It also seeks to increase the confidence of residents, whilst encouraging their support, to enable Lincolnshire Police and Licensed premises owners and management, to combat crime and anti social behaviour, which occurs in the Boston area.

**3. PARTNER(S)**

This agreement is between the following partners:

**Boston Pubwatch Scheme .ADDRESS**

and Lincolnshire Police, PO Box 999, Lincoln, LN5 7PH

**4. POWER(S)**

This agreement fulfils the requirements of the following:

- Common law powers of disclosure
- The Crime and Disorder Act 1998 (Section 115)
- The Data Protection Act 1998 (Sections 29(3) & 35 (2))
- The Human Rights Act 1988 (Article 8)
- The National Pub watch Protocols

**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 recognize that any information shared must be justified on the merits of each case.

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## 6.1 Lincolnshire Police will share:

- De-personalised (statistics) information relating to crimes of violence, alcohol related, anti social behaviour, public order and illegal drugs in the areas of, or within licensed premises within the Boston area.
- Evidence relating to a conviction for an arrestable offence associated with violence, alcohol related, public order related and/or illegal drug related, providing that the conviction is not spent under the Rehabilitation of Offenders Act 1974.
- Evidence relating to a Caution accepted by an accused for an arrestable offence associated with violence, alcohol related, public order related and/or illegal drugs related.
- Information between the two parties will be exchanged for the sole purpose of preventing and detecting crimes relating to violence, alcohol related, public order related and/or illegal drug related offences.
- Details of any incident relating to violence, alcohol related, public order related and/or illegal drug related offences, which occur nationally, with the view of preventing offences in-line with national trends.
- Photographs of individuals convicted of violence, alcohol related, public order related and/or illegal drug related offences, where current information/intelligence suggests that they may still be active within the Boston area.
- Photographs of individuals who have been banned from entering licensed premises within the Boston urban area, either by the pubwatch scheme itself, or by order of a court.

## 6.2 Members of the Boston Pubwatch Scheme will share:

- Information / evidence received involving the offences of violence, alcohol related, public order related and/or illegal drug related offences, occurring in, or immediately outside premises of the Boston Pubwatch Scheme members.
- Evidence from internal licensed premises CCTV schemes (where they exists) in relation to offences committed therein.
- Details of any individual banned from premises of the Pubwatch scheme, and detailed circumstances surrounding the banning.

**7. CONSTRAINTS ON THE USE OF THE INFORMATION**

- 7.1 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/destroyed, when it is no longer required for the purpose for which it is provided.
- 7.2 Any police information shared is only valid at the time of provision, and should only be used for the purposes as requested. It should not be used for any subsequent investigations, which should be subject to a new request for information.
- 7.3 Any information shared will be proportionate and necessary for the purpose for which

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it is being shared.

## 8. ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

- 8.1 Each member of the Boston Pubwatch Scheme must appoint a single point of Contact (SPOC) who must work together with the police SPoC, to jointly solve problems, which occur in the Town Centre. The sharing of information must only take place where it is valid and legally justified.
- |             |   |
|-------------|---|
| Police SPoC | Title: Divisional Intelligence Unit manager |
|             | Contact Details : 01205 312206              |
- 8.2 The Boston Pubwatch Scheme will maintain a register of all members who are part of the agreement, and identify the Single Point of Contact within the register.
- 8.3 The SPoC's will create a file that can record each individual request for information and the decision made. It must include copies of all the requests for information, details of the data accessed and notes of any meeting, correspondence or Phone Calls relating to the request.
- 8.4 Any request for information must meet one or more of the policing purposes.
- 8.5 Within Lincolnshire Police the file will be held and **managed by the Divisional Intelligence Unit Manager**, within the Boston Divisional Intelligence Unit.

## 9. SPECIFIC PROCEDURES

- 9.1 Handling Requests for Information - all requests for information must be made in writing using Form A - Request for Personal Information.
- 9.2 The decision to provide information will be documented on Form B – Response to Request for information. Copies of both Form A and Form B will be retained by the Police SPoC within the file created for such purpose.
- 9.3 Requests may be made by Fax but care must be taken where personal information is shared, 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, unless both parties to the agreement have access to secure e-mail facilities.
- 9.4 Replies to requests must be made within ten working days.
- 9.5 Any photographs provided **will not** be displayed in any public areas of the premises, but will be retained within the 'private' parts of the premises so that they can only be viewed by the licensee and bar staff/door supervisors.
- 9.6 Once the reason for the supply of the photograph is no longer valid, the photograph will be destroyed by the licensee.

## 10. REVIEW, RETENTION AND DELETION

- 10.1 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 delete/destroy 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.
- 10.2 Files containing information from partner sources will be reviewed in line with force policy.
- 10.3 The recipient will not release the information to any third party without obtaining the

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express written authority of the partner who provided the information.  
10.4 Boston Pubwatch Scheme members will ensure that access to information will only be granted to those staff who need to see the information.

**11. REVIEW OF THE INFORMATION SHARING AGREEMENT**

11.1 This Information Sharing Agreement will be reviewed six months after its implementation and annually thereafter. The nominated holder of this agreement is Lincolnshire 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 the Association of Chief Police Officers (ACPO) and the Home Office

**12. INDEMNITY**

12.1 Members of the Boston Pubwatch Scheme, 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.

**13. SIGNATURE**

13.1 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 purposes of this agreement.

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

Signed on behalf of Lincolnshire Police \_\_\_\_\_

Title: \_\_\_\_\_  
Rank / Position: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed on behalf of Boston Pubwatch Scheme \_\_\_\_\_

Title: \_\_\_\_\_  
Rank / Position: \_\_\_\_\_  
Date: \_\_\_\_\_