

INFORMATION SHARING AGREEMENT

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

British Telecom- Security

AND

LINCOLNSHIRE POLICE

Version 1.0

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**SUMMARY SHEET**

Information Sharing Agreement
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ISA Ref:	LP012/CS- British Telecom- Security.
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PURPOSE	To create a system for the formal exchange of information and intelligence between the Police and British Telecom- Security, with the intention of preventing and detecting crime and disorder associated with cable theft and any other related offences.
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PARTNERS	Lincolnshire Police  British Telecom- Security
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Date Agreement comes into force:	22 <sup>nd</sup> November 2010
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Date of Agreement Review:	Six months after coming into force, then annually
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Agreement Owner:	Lincolnshire Police
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Agreement drawn up by:	Miss Lucy Chapman- IS Officer
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Location of Signed Agreement in force:	Information Management Unit, Force HQ
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Protective Marking:	Not protectively marked
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VERSION RECORD

Version No.	Amendments Made	Authorisation
0.1	Initial Draft	Miss L Chapman- IS Officer

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### 1. INTRODUCTION

- 1.1 Lincolnshire Police are committed to partnership working, and continually look for opportunities to work more closely with local identified partners to detect, prevent and reduce crime and anti-social behaviour.
- 1.2 In adopting this partnership approach it is important that the policies/practices of the agencies involved compliment each other to ensure that any action taken is appropriate, necessary, proportionate and consistently applied.
- 1.3 This agreement outlines the need for the police and British Telecom- Security to work together to alleviate crime and disorder associated with cable theft and any other related offences and provides a framework for action.

### 2. PURPOSE

- 2.1 The purpose of this agreement is to ensure that the appropriate and relevant information is disclosed from Lincolnshire Police to British Telecom- Security to enable the Security Team to target their surveillance measures effectively. Thus enabling action to be taken against crime and disorder associated with cable theft and any other relevant offences. It will incorporate measures aimed at:
  - Facilitating a co-ordinated approach that targets individual's persistently committing crime.
  - Facilitating the collection and exchange of relevant information.
  - The pursuit of civil or criminal proceedings either by Lincolnshire Police or British Telecom.
  - To protect property, preserve order, prevent the commission of offences and bring offender to justice.

### 3. PARTNER(S)

- 3.1 This agreement is between the following partners:

BT Security Investigations, Pheonix House, Elder Gate, Milton Keynes, MK9 1BE

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

### 4. POWER(S)

- 4.1 This agreement fulfils the requirements of the following:

- Scrap Metal Dealers Act 1964 (section 6(1) )
- The Civil Evidence Act 1995;

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- The Crime and Disorder Act 1998 (section 115);
- Common Law Powers of Disclosure;
- The Rehabilitation of Offenders Act 1974;
- The Human Rights Act 1998 (article 8);
- The Data Protection Act 1998 (sections 29(3) & 35(2)).

### 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.

### 6. TYPES OF INFORMATION TO BE SHARED

6.1 Lincolnshire Police will share:

- Redacted and de-personalised (statistics) information relating to crimes associated with cable theft in the Lincolnshire Police area.
- Redacted evidence relating to a conviction for an arrestable offence associated with cable theft and related offences providing that the conviction is not considered spent under the Rehabilitation of Offenders Act 1974, see Appendix 2;
- Redacted evidence relating to a conditional caution accepted by an accused for an arrestable offence associated with cable theft and related offences where the date of the caution is less than three months from the disclosure date, providing that the conditional caution is relevant to the request and the disclosure of information can be justified on the grounds that it falls within a policing purpose;
- Information between the two parties will be exchanged for the sole purpose of preventing and detecting crime relating to cable theft and offences relevant to British Telecom- Security.
- Redacted details of any relevant incidents relating to cable theft offences within the Lincolnshire police area; providing that the incident does not relate to a conviction or caution that is considered spent under the Rehabilitation of Offenders Act 1974;
- Information will be returned upon demand and, in any case, all information will be regularly reviewed;

6.2 British Telecom- Security will share:

- Information/ evidence received involving offences associated with cable theft occurring in and/or affecting the Lincolnshire Police area.
- CCTV images of individuals who commit crime on British Telecom premises or nearby.

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Information Bureau at Headquarters. This arrangement must be replicated within British Telecom- Security.

- 8.5 The designated police officers must ensure that the request meets a policing purpose. Where the information refers to a victim or witness, their written consent must be obtained.

## 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. 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. Any loss of data must be advised to the security officer or the Information Sharing Officer as soon as this is identified. Similarly, requests and replies should not be communicated via e-mail as the internet is not secure for the transition of personal and sensitive personal information, unless both partners have access to *secure* e-mail facilities. For example, email addresses containing pnn, gsi, gsx, gcsx and cjsm. Royal Mail Recorded Delivery is also acceptable.
- 9.4 Requests for information may be made by telephone in cases of emergency, for example, where there is a risk of immediate violence by using the '999' system. If the need for the request falls outside normal office hours, or the identified Police SPoC is not available, and the need is still 'urgent', but not an emergency, the request should be made to the Force Command and Control Centre (FCCC) Tel: 0300 1110300. In both circumstances, the request will be directed to the duty Inspector (if available) or the duty supervisor, who will make the decision to release information. Form MoPI 1 Request for Information, will be completed on behalf of the requestor by the duty Inspector/Supervisor, and information released will be documented thereon. Upon completion and release of information, Form MoPI 1 will be forwarded to the identified Police SPoC, who will, upon receipt of the form, file it in alphabetical order within the file set up specifically for use with the named partner.
- 9.5 Replies to requests must be made within ten working days.
- 9.6 The Police SPoC will submit any information received from British Telecom- Security, as a result of a request for information, if relevant, via the 5x5x5 system into the Lincolnshire Police intelligence systems in a timely, accurate and proportionate manner.

## 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 when it is no longer required for the purpose for which it was requested, will safely dispose of it. The force may also want to request a copy of the partner's information security policy (where it exists) when

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- 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 express written authority of the partner who provided the information
- 10.4 British Telecom- Security Managers will ensure that access to information received from the police, 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 British Telecom- Security, 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 British Telecom- Security. \_\_\_\_\_

Title: \_\_\_\_\_

Rank / Position: \_\_\_\_\_

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Date:

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## Appendix 1



### **SENSITIVE DOCUMENTS SUPPLIED BY LINCOLNSHIRE POLICE – SECURITY REQUIREMENTS**

Some of the electronic or hardcopy documents that you receive from Lincolnshire Police will contain sensitive or personal information. These documents will be provided to you on the understanding that you apply the protective measures described below.

#### **GENERAL REQUIREMENTS**

You must only use the information supplied by Lincolnshire Police for one or more of the following purposes:

- For the detection or prevention of crime;
- As specified in an Information Exchange Protocol that has been agreed between your organisation and Lincolnshire Police;
- For a specific purpose that has been agreed, in writing, by Lincolnshire Police.

You may not disclose, copy, or onwardly transmit information provided by Lincolnshire Police without its express, written permission, unless this is permitted within the terms of an Information Exchange Protocol agreed between your organisation and Lincolnshire Police.

You may only retain the information for a period of time that will enable you to fulfil the purpose for which it has been provided. The information must then either be securely destroyed or returned to Lincolnshire Police as detailed in these instructions. It is your responsibility to contact Lincolnshire Police to establish if any relevant change has occurred since the information was provided to you, and upon which you intend to base any decision or action.

#### **PROTECTIVE MARKING & ASSOCIATED HANDLING RULES**

Documents that contain sensitive information will usually display a protective marking on the top and bottom of each page. This indicates how sensitive the information is, and determines the protective measures that need to be applied to it. The appropriate measures for each marking are shown below.

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	<b>RESTRICTED</b>	<b>CONFIDENTIAL</b>
<b>STORAGE OF PAPERS</b>	Protected by <u>one</u> barrier, e.g. a locked container (restricted access) within a secure building.	Protected by <u>two</u> barriers, e.g. a locked container in a locked room (both with restricted access) within a secure building.
<b>DISPOSAL OF PAPERS</b>	Shred in a strip or cross-shredder or return to Lincolnshire Police.  <b>Keep secure if storing prior to disposal.</b>	Shred in a cross-shredder or return to Lincolnshire Police.  <b>Keep secure if storing prior to disposal.</b>
<b>DISPOSAL OF FLOPPY DISKS &amp; CDs</b>	Dismantle floppy disks. Cut inner disks or CDs into quarters (at least). Dispose with non-restricted waste.	Dismantle floppy disks. Cut inner disks or CDs into quarters (at least). Dispose with non-restricted waste.
<b>MOVEMENT WITHIN YOUR ORGANISATION</b>	By trusted hand OR in a sealed envelope or container with the protective marking & descriptor shown. Include a copy of these instructions inside.	By trusted hand OR in a sealed envelope or container with the protective marking & descriptor shown. Include a copy of these instructions inside.
<b>RETURN TO LINCOLNSHIRE POLICE</b>	By trusted hand in a sealed envelope or container, OR by recorded delivery or courier service in a sealed envelope with no protective marking or descriptor shown (other than PERSONAL or PRIVATE), & addressed to an individual by name or appointment.	By trusted hand in a sealed envelope or container, OR by Special delivery or courier service in a sealed envelope using double envelopes, both fully addressed but with the <b>protective marking shown on the <u>inner</u> envelope only.</b>  Provide a return address on the <u>outer</u> envelope.

Appendix 2

**Rehabilitation Periods**

**TABLE A:**

**Rehabilitation periods subject to reduction by half for persons [under 18]**

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<b>Sentence</b>	<b>Rehabilitation period</b>
A sentence of imprisonment [detention in a young offender institution][or youth custody] or corrective training for a term exceeding six months but not exceeding thirty months.	Ten years
A sentence of cashiering, discharge with ignominy or dismissal with disgrace from Her Majesty's service.	Ten years
A sentence of imprisonment [detention in a young offender institution][or youth custody] for a term not exceeding six months.	Seven years
A sentence of dismissal from Her Majesty's service.	Seven years
Any sentence of detention in respect of a conviction in service disciplinary proceedings.	Five years
A fine or any other sentence subject to rehabilitation under this Act, not being a sentence to which Table B below or any of subsections (3) [(4A)] to (8) below applies.	Five years
Absolute discharge	Six months (this is the same for people aged 17 or under when convicted.)

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\*The Criminal Justice and Immigration Act 2008 states that simple cautions, reprimands and warnings are considered immediately spent and should not be disclosed. However, these changes should not affect the protection of children and vulnerable people, cautions for most sex offences trigger sex offender registration requirements.

**TABLE B**

**Rehabilitation periods for certain sentences confined to young offenders**

<b>Sentence</b>	<b>Rehabilitation period</b>
A sentence of Borstal training.	Seven years
[A custodial order under Schedule 5A to the M4Army Act 1955 or the M5Air Force Act 1955, or under Schedule 4A to the M6Naval Discipline Act 1957, where the maximum period of detention specified in the order is more than six months.]	[Seven years]
[A custodial order under section 71AA of the Army Act 1955 or the Air Force Act 1955, or under section 43AA of the Naval Discipline Act 1957, where the maximum period of detention specified in the order is more than six months.]	[Seven years.]
A sentence of detention for a term exceeding six months but not exceeding thirty months passed under [section 91 of the Powers of Criminal Courts (Sentencing) Act 2000] or under section [206 of the Criminal Procedure (Scotland) Act 1975].	Five years
A sentence of detention for a term not exceeding six months passed under either of those provisions.	Three years
An order for detention in a detention centre made under [section 4 of the Criminal Justice Act 1982,] section 4 of the M7Criminal Justice Act 1961 . . .	Three years
[A custodial order under any of the Schedules to the said Acts of 1955 and 1957 mentioned above, where the maximum period of detention specified in the order is six months or less.]	[Three years]
[A custodial order under section 71AA of the said Acts of 1955, or section 43AA or the said Act of 1957, where the maximum period of detention specified in the order is six months or less.]	[Three years.]

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The Crime and Disorder Act 1998 introduced a new custodial sentence for young people with different rehabilitation periods:

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<b>Sentence</b>	<b>Rehabilitation period People aged 12, 13 or 14 when convicted</b>	<b>Rehabilitation period People aged 15, 16 or 17 when convicted.</b>
Detention and training order of 6 months or less	One year after the order expires.	Three and a half years
Detention and training order more than 6 months.	One year after the order expires.	Five years.

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With some sentences the rehabilitation period varies:

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<b>Sentence</b>	<b>Rehabilitation period</b>
Probation, supervision , and care order,	Five years.
Conditional discharge and bind-over.	One year or until the order expires (whichever is longer)
Secure training (abolished in 2000) and attendance centre orders.	One year after the order expires.
Hospital order (with or without a restriction order).	Five years or two years after the order expires (whichever is longer).
Referral order	Once the order expires.

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