

INFORMATION SHARING AGREEMENT

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

**FEDERATION AGAINST COPYRIGHT
THEFT**

(FACT)

AND

LINCOLNSHIRE POLICE

Version 4.0

NOT PROTECTIVELY MARKED
SUMMARY SHEET

INFORMATION SHARING AGREEMENT

ISA Ref:	LP013/FIB - FEDERATION AGAINST COPYRIGHT THEFT
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PURPOSE	The Purpose of this agreement is to create a system for the formal exchange of information and intelligence between the Lincolnshire Police and the Federation Against Copyright Theft (FACT), with the intention of preventing and detecting of counterfeiting / copyright and trademark offences, and related fraud offences, within Lincolnshire.
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PARTNERS	Lincolnshire Police Federation Against Copyright Theft
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Date Agreement comes into force:	9 th April 2008.
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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:	Dc 595 Goodere
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Location of 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.	Date	Amendments Made	Authorisation
001		INITIAL DRAFT	DC 595 GOODERE
1.0	09/04/08	AUTHORISED	Det. Chief Supt HAYWARD

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2.0		Paras 7.3 & 10.4 added. Para 9.4 amended	Mr D. Massey – ISA Officer
3.0		Amended Para. 6.1, 8.3, 9.3 and 9.12. Para. 7.4 added. Appendix 1- Security Requirements, added. Appendix 2- Rehabilitation Periods, added.	Miss Lucy Chapman –IS Officer
4.0	11/08/11	Para.5.2 Added Section 8.1, 8.2 & 8.4 Amended Section 9.3 & 9.4 Amended New Reference Number provided: LP013/FIB previously LPOO5/CS	Miss Lucy Chapman– IS Officer

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 crimes
- 2.2 This agreement outlines the need for the Police and the Federation Against Copyright Theft (FACT) to work together to alleviate crime in relation to counterfeit/copyright and trademark infringements, and related fraud offences.

2. PURPOSE

- 2.1 The purpose of this agreement is to enable action to be taken against crime involving counterfeiting/copyright and trademark infringements. 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, or civil proceedings – either by Lincolnshire Police or the Federation Against Copyright Theft
 - Ensuring that the sharing of information meets one or more of the policing purposes.
- 2.2 It also seeks to increase the confidence of the residents, while encouraging their support, to enable Lincolnshire Police and The Federation Against Copyright Theft to combat crime

3. PARTNER(S)

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3.1 This agreement is between the following partners:

The Federation Against Copyright Theft (FACT) Europa House, Church Street, Isleworth, Middlesex TW7 6DA

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

4. POWER(S)

4.1 This agreement fulfils the requirements of the following:

- VIDEO RECORDING ACT 1984
- TRADE MARK ACT 1994
- COPYRIGHT DESIGNS AND PATENT ACT 1988
- COMPUTER MISUSE ACT 1990
- COMMON LAW POWERS OF DISCLOSURE
- THE DATA PROTECTION ACT 1998 (SECTIONS 29(3) & 35 (2))
- THE HUMANS RIGHTS ACT 1988 (ARTICLE 8)
- FRAUD ACT 2006

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 The sharing of personal data requires careful judgement in which the identified policing need must be considered against relevant issues dictated under Data Protection and Human Rights legislation. Any information the police consider sharing with a partner agency must therefore be accurate, necessary and proportionate.

Accurate: Police information must be accurate and relevant to the purpose for which it is being shared with proper reference made to the nature of the source and the intelligence itself.

Necessary: The necessity to share information between the Police, and F.A.C.T is to effectively deal with issues concerning the prevention, detection, investigation and prosecution of those persons engaged in criminal activity and/or anti social behaviour, and an ongoing responsibility to protect public safety.

Proportionate: In considering whether to share personal information the Police have a duty to ensure that a fair balance is achieved between the protection of an individuals rights and the general interests of society. In judging whether it is

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appropriate to share such information the Police, and F.A.C.T will examine whether the identified purpose infringes upon the subject's right to privacy, the appropriate measures to meet the purpose are both fair and rational and also that the means used are no more than is necessary to accomplish the purpose.

6. TYPES OF INFORMATION TO BE SHARED

6.1 Lincolnshire Police will share:

- Redacted and de-personalised (statistics) information relating to crimes of counterfeit/copyright and trademark infringements in the Lincolnshire Police area.
- Redacted evidence relating to a conviction for an arrestable offence associated with counterfeit/copyright and trademark infringements, and related fraud 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 counterfeit/copyright and trademark infringements, and related fraud 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 counterfeit/ copyright and trademark infringement, and related fraud offences;
- Information will be returned upon demand and, in any case, all information will be regularly reviewed;
- Redacted details of any incident relating to counterfeit/ copyright and trademark infringements, and related fraud 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 received by Lincolnshire Police will, where relevant, be shared with the Federation Against Copyright Theft.

6.2 The Federation Against Copyright Theft will share:

- Information/ evidence received involving the counterfeit/copyright and trademark infringements, and related fraud offences, occurring in and/or affecting the Lincolnshire Police area.

7. CONSTRAINTS ON THE USE OF THE INFORMATION**NOT PROTECTIVELY MARKED**

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- Protecting life and property;
- Preserving order;
- Preventing the commission of offences;
- Bringing offender to justice, and
- Any duty or responsibility arising from common or statute law.

8.5 Within Lincolnshire Police, the file ***must be held and managed centrally by the Crime Support Inspector and the Intelligence Support Officers.***

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 and replies to requests must be made via a secure e-mail facility to the following e-mail address: fib@lincs.pnn.police.uk. A secure e-mail address may contain one of the following; gsi; pnn; gse; gsx; cjsm; nhs.net; GCSx. If you are unsure as to whether an e-mail address you have been provided with is secure, you should contact the Force Security Officer for assistance.
- 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 Control Room (FCR) Tel: 0300 1110300. If 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.

Information Requested by the Federation Against Copyright Theft Prior to Conviction or Caution:

- 9.6 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.
- 9.7 Where the Federation Against Copyright Theft requests information about a particular individual when a criminal investigation has already started, any decision on whether

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or not to proceed with a criminal prosecution must be referred to the designated police officer who will liaise with the Crown Prosecution Service.

- 9.8 Where a criminal prosecution is pending and the Federation Against Copyright Theft 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.
- 9.9 Officers attending incidents should make detailed pocket book entries of any complaints or statements obtained during criminal investigations. These complaints or statements can only be shared with The Federation Against Copyright Theft with the individuals written permission and only once the criminal proceedings have been completed.
- 9.10 The Police SPoC will submit any information received from the Federation Against Copyright Theft, 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.

Information Requested by The federation Against Copyright Theft Post Conviction or Caution

- 9.11 Where the criminal process is complete, copies of relevant police statements may be released The Federation Against Copyright Theft. Statements obtained from witnesses will also be released provided the appropriate written consent has been given.
- 9.12 Convictions and cautions that are spent within the meaning of the Rehabilitation of Offenders Act will not be disclosed.

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 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 express written authority of the partner who provided the information.
- 10.4 FACT 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

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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 The Federation Against Copyright Theft, 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 The Federation
Against Copyright Theft (FACT)

Title: _____
Rank / Position: _____
Date: _____

NOT PROTECTIVELY MARKED**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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	RESTRICTED	CONFIDENTIAL
STORAGE OF PAPERS	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.
DISPOSAL OF PAPERS	Shred in a strip or cross-shredder or return to Lincolnshire Police. Keep secure if storing prior to disposal.	Shred in a cross-shredder or return to Lincolnshire Police. Keep secure if storing prior to disposal.
DISPOSAL OF FLOPPY DISKS &	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.

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CDs		
MOVEMENT WITHIN YOUR ORGANISATION	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.
RETURN TO LINCOLNSHIRE POLICE	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 protective marking shown on the <u>inner</u> envelope only. Provide a return address on the <u>outer</u> envelope.

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Appendix 2Rehabilitation PeriodsTABLE A:Rehabilitation periods subject to reduction by half for persons [under 18]

Sentence	Rehabilitation period
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.)

*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.

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

Sentence	Rehabilitation period
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:

Sentence	Rehabilitation period People aged 12, 13 or 14 when convicted	Rehabilitation period People aged 15, 16 or 17 when convicted.
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.

With some sentences the rehabilitation period varies:

Sentence	Rehabilitation period
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.