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**INFORMATION SHARING AGREEMENT**

**INFORMATION SHARING AGREEMENT (ISA)**

**BETWEEN**

**HM Courts Service - Lincolnshire**

**AND**

**LINCOLNSHIRE POLICE**

Version 3.0

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**SUMMARY SHEET**

<b>Information Sharing Agreement</b>
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<b>ISA Ref:</b>	LPOO3/Force – HM Courts Service - Lincolnshire
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<b>PURPOSE</b>	To create a system for the exchange of information and intelligence between the Police and HM Courts Service - Lincolnshire, with the intention to prevent, detect, and/or reduce crime, fine defaulting, and failure to comply with other orders of a court.
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<b>PARTNERS</b>	Lincolnshire Police  HM Courts Service - Lincolnshire
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<b>Date Agreement comes into force:</b>	8 <sup>th</sup> October 2007.
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<b>Date of Agreement Review:</b>	Six months after coming into force, then annually
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<b>Agreement Owner:</b>	Lincolnshire Police
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<b>Agreement drawn up by:</b>	Mr Dick Massey
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<b>Location of Signed Agreement in force:</b>	Data Protection Office, HQ
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<b>Protective Marking:</b>	Not protectively marked
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## VERSION RECORD

Version No.	Amendments Made	Authorisation
001	Initial Draft	Dick Massey – Compliance Officer
002	Authorised	Dick Massey – Compliance Officer

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2.0	Amendment at Para 9.5	Det. Chief Supt D Hayward
3.0	Amended Para. 8.3 and 9.3. Para. 7.2, 7.3, 7.4 and 10.4 added.	Miss Lucy Chapman- IS Officer

**1. INTRODUCTION**

- 1.1 Lincolnshire Police are committed to partnership working and are 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 HM Courts Service to work together to improve the efficiency of the judicial processes, and provides a framework for action.

**2. PURPOSE**

- 2.1 The purpose of this agreement is to enable action to be taken against crime, fine defaulters, and other failures to comply with court orders within Lincolnshire. It will incorporate measures aimed at
- Facilitating a co-ordinated approach that targets crime, fine defaulters and other failures to comply with court orders;
  - Facilitating the collection and exchange of relevant information;
  - The pursuit of civil or criminal proceedings – either by Lincolnshire Police or HM Courts Service – Lincolnshire
  - 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 HM Courts Service – Lincolnshire, to combat crime and improve the overall efficiency of the judicial processes.

**3. PARTNER(S)**

This agreement is between the following partners:

**HM Courts Service - Lincolnshire, The Court House, 358 High Street, Lincoln, LN5 7QA**

and **LINCOLNSHIRE POLICE, PO BOX 999, LINCOLN LN5 7PH**

**4. POWER(S)**

- 4.1 This agreement fulfils the requirements of the following:

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- Access to Justice Act 1999 (Section 94)
- Serious Organised Crime and Police Act 2005 (Section 112(3) & 116)
- Human Rights Act 1998 (article 8)
- 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 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:

- A photograph that was taken at the time that the defendant was charged with the offence, which is now subject of fine default or other court order subject to non compliance.

6.2 HM Courts Service – Lincolnshire will share:

- Details as provided of fine defaulters and persons who have failed to comply with another order of the court e.g. community penalty breach warrants.

**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 securely stored and deleted 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 purpose 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 it is being shared.
- 7.4 Any information shared must be handled and stored in accordance with the Government Protective Marking Scheme, see Appendix 1.

**8. ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT**

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- 8.1 Each Partner must appoint a Single Point of Contact (SPoC) who must work together to jointly solve problems relating to fine and other defaulters. The sharing of information must only take place where it is valid and legally justified.
- Police SPoC Title: Head of Imaging  
Contact details: 01522 558064
  - HM Courts SPoC Title: Intelligence Liaison Officer  
Contact details: 01522 582817
- 8.2 SPoC's must meet regularly to discuss and prioritise incidents of fine defaulting and failure to comply with other court orders, to aid enforcement. Both contacts have a responsibility to create a file or folder that 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.
- 8.3 Any request for information must meet one or more of the policing purposes.
- Policing Purposes are defined as:
- 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.
- 8.4 Within Lincolnshire Police, the file must be held and managed centrally by The Head of Imaging. This arrangement must be replicated within the HM Courts Service – Lincolnshire.

**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 form.
- 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. A telephone call must be made prior to the fax being sent to ensure that the correct recipient is there to receive the fax. 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 to the agreement have access to **secure** e-mail facilities. For example, email addresses containing one of the following; gsi; pnn; gse; gsx; cjsm; nhs.net; gcsx. Royal Mail Recorded Delivery is also acceptable.
- 9.4 Replies to requests will be made as soon as is practicable, and in any case within ten working days of the request being received.

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9.5 The Police SPoC will submit any information received from the HM Courts Service as a result of a request for information, if relevant, to the Force Information Bureau, who will be responsible for inputting the information, 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 will delete it when it is no longer required.

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 HMS Court Services 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 ACPO and the Home Office.

**12. INDEMNITY**

12.1 HM Courts Service – Lincolnshire, 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: \_\_\_\_\_

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Rank / Position:

Date:

Signed on behalf of HMCS Lincolnshire

Title:

Rank / Position:

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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	RESTRICTED	CONFIDENTIAL
<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.