

INFORMATION SHARING AGREEMENT

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

H.M. Prison Services East Midlands - Lincolnshire

AND

LINCOLNSHIRE POLICE

Version 2.0

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SUMMARY SHEET

Information Sharing Agreement

ISA Ref:	LPOO1/CJS – H.M. Prison Services East Midlands - Lincolnshire
PURPOSE	To create a system for the formal exchange of information and intelligence between the Police and HM Prison Services East Midlands - Lincolnshire, with the intention to prevent, and/or reduce the risk of crime being committed by unsuitable contractors and staff, having access to work on/in prison premises within Lincolnshire.
PARTNERS	Lincolnshire Police HM Prison Services East Midlands – Lincolnshire
Date Agreement comes into force:	5 th February 2008.
Date of Agreement Review:	Six months after coming into force, then annually.
Agreement Owner:	Lincolnshire Police
Agreement drawn up by:	Sally Wood
Location of Signed Agreement in force:	Data Protection Office, HQ
Protective Marking:	Not protectively marked

VERSION RECORD

Version No.	Amendments Made	Authorisation
001	Initial Draft	Elaine Johnson
002	Amended Draft	Sally Wood
003	Authorised	Gina Bowers
2.0	Paras 7.3 & 10.4 added. Change of Police SPoC details	Mr D Massey – ISA 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 identified partners to detect, prevent and reduce crime and anti social behaviour.
- 1.2 This agreement outlines the need for the police and HM Prison Services East Midlands – Lincolnshire, to work together to ensure prospective contractors and staff, to work on/in prison premises do not pose a threat to the prison, or have any previous convictions, which may preclude them from carrying out their role.

2. PURPOSE

- 2.1 The purpose of this agreement is to ensure that prison staff responsible for the carrying out security checks on prospective contractors and staff are made aware of any relevant previous convictions, in order for them to make informed decisions. It will incorporate measures aimed at
 - Facilitating a co-ordinated approach that targets potential crime
 - Facilitating the collection and exchange of relevant information
 - Risk reduction of potential crime opportunities, by contractors and staff prior to them starting work at the prison establishments within 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 Prison Services East Midlands - Lincolnshire, to combat crime.

3. PARTNER(S)

- 3.1 This agreement is between the following partners:

HM Prison Services East Midlands - Lincolnshire, Technical Support Unit, 4 Park Crescent, Swinderby, Lincoln, LN6 9HU

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

4. POWER(S)

- 4.1 This agreement fulfils the requirements of the following:

The Data Protection Act 1998 (Sections 29(3) & 35(2))
The Human Rights Act 1998 (Article 8)
The Rehabilitation of Offenders Act 1974

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 exchange of information is with a view to ensure the safety of the prisons, their staff and inmates and at the same time reduce the potential for crime to be committed within or in the immediate area of prison establishments within

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Lincolnshire, by potential contractors and staff.

6. TYPES OF INFORMATION TO BE SHARED

6.1 Lincolnshire Police will share:

- Evidence relating to a conviction for an arrestable offence, providing that the conviction is not considered spent under the Rehabilitation of Offenders Act 1974. ***The prison service is exempt from the consideration of spent convictions.***
- Evidence relating to a caution accepted by an accused for an arrestable offence, relative to a prospective contractor or staff.

6.2 H M Prison Service East Midlands - Lincolnshire will share:

- Surname (including any previous names), Forename(s), Date of Birth, Place of Birth, Address, Previous Address (if moved within the last 5 years) of prospective contractors
All the above personal details are required in order to carry out a full check.

7. CONSTRAINTS ON THE USE OF THE INFORMATION

- 7.1 The information shared must not be disclosed to any third party. The information must be stored securely and 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 work beyond 12 months from the initial check, 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.

8. ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

- 8.1 Each partner must appoint a single point of contact (SPoC), who must work together to ensure the processes of the agreement are fully adhered to.
- | | |
|-------------------------|--|
| Police SpoC | Title: RRD Supervisor
Contact Details: Tel – 01522 558922 |
| HM Prison Services SpoC | Title: Area Estates Manager
Contact Details: Tel – 01522 666769 |
- 8.2 Lincolnshire Police will record each individual request for information and retain copies of the request and response. Any requests for information must be for the purpose as detailed in this agreement, and meet a policing purpose.

9. SPECIFIC PROCEDURES

- 9.1 Handling Request for Information – all requests for information must be made in writing using Form A – Requests for Personal Information. All requests for

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information must be faxed or mailed to the Information Management Unit on 01522 558491, at Lincolnshire Police Headquarters.

- 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 purposes. All replies will be returned by fax, mail, or secure email to HM Prison who have requested the check to be carried out.
- 9.3 Replies to requests will be made within three working days.
- 9.4 **As all of the information between the two bodies involves personal information, particular care must be taken when sending this information by fax.**
- 9.5 The police SPoC will submit any information received from HM Prison Services East Midlands – Lincolnshire, 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 will dispose of it when it is no longer required for the purpose for which it was requested.
- 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 HM Prison Services – East Midlands 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 HM Prison Services East Midlands - 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.

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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 HM Prison Services
East Midlands – Lincolnshire. _____

Title: _____

Rank / Position: _____

Date: _____