

INFORMATION SHARING AGREEMENT

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

**Lincoln Business Improvement Group (BIG) - Security
Group**

AND

LINCOLNSHIRE POLICE

Version 1.0

NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED
SUMMARY SHEET

Information Sharing Agreement

ISA Ref:	LPOO5/W – Lincoln BIG Security Group
PURPOSE	To create a system for the formal exchange of information and intelligence between the Police and Lincoln BIG Security Group, with the intention to prevent, detect, and/or reduce crime and anti-social behaviour within, and adjacent to properties owned or managed by members of Lincoln BIG Security Group.
PARTNERS	Lincolnshire Police Lincoln BIG Security Group.
Date Agreement comes into force:	1 st April 2008
Date of Agreement Review:	Six months after coming into force, then annually
Agreement Owner:	Lincolnshire Police
Agreement drawn up by:	Cons 158 J. Pickworth, City Centre CBM. West Division
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	Cons 158 J. Pickworth
1.0	Authorised	C/Supt Wood
00		

NOT PROTECTIVELY MARKED

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 This agreement outlines the need for the police and businesses to work together to alleviate crime and anti social behaviour within Lincoln Business Improvement Group members 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 and anti-social behaviour in properties owned or managed by members of Lincoln BIG Security Group. It will incorporate measures aimed at:
 - Facilitating a coordinated approach that targets crime and anti-social behaviour;
 - Facilitating the collection and exchange of relevant information;
 - The pursuit of civil or criminal proceedings - either by Lincolnshire Police or by members of Lincoln BIG Security Group;
 - 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, while encouraging their support, to enable Lincolnshire Police and Lincoln BIG Security Group, to combat crime and anti-social behaviour.

3. PARTNER(S)

- 3.1 This agreement is between the following partners:

**Lincoln BIG Security Group, 1st Floor Sibthorp House, 351/355 High Street
Lincoln LN5 7BN**

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

4. POWER(S)

- 4.1 This agreement fulfils the requirements of the following:

- The Protection from Harassment Act 1997;
- 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)).

NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED

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:

- De-personalised information relating to crime or anti-social behaviour in the areas of business premises owned or managed by the Lincoln BIG Security Group.
- Details of incidents of relevant crime (e.g. theft, fraud, vandalism, begging) and anti social behaviour that occur in Lincoln Business Improvement Group area and have an **adverse** effect on the members of the Lincoln BIG Security Group. The details will include location, date and time, details of individuals involved in such incidents, including name, date of birth, address, photograph, and means of disposal (i.e. whether arrested and charged/cautioned). This information will be provided on a regular basis.
- Evidence relating to a conviction for an arrestable offence which occurred in the business premises, or in the vicinity of the business premises owned or managed or members of the Lincoln BIG Security Group, providing that the conviction is not considered spent under the Rehabilitation of Offenders Act 1974;
- Evidence relating to a caution accepted for an arrestable criminal offence that occurred in the business premises or in the vicinity of the business premises owned or managed by Lincoln BIG Security Group, where the date of the caution is less than twelve months from the disclosure date;
- Electronic, and other photographs and CCTV images of individuals who have committed crime and/or anti social behaviour in the business premises, owned or managed, or members, of the Lincoln BIG Security Group.

6.2 The Lincoln City Security Group, will share:

- Details of incidents of relevant crime (e.g. theft, fraud, vandalism, begging) and anti social behaviour that occur in the Business Improvement Group area to the Lincoln City Security Group members. The details will include location, date and time, and details of individuals involved. Many of these incidents will not be reported directly to the police. This information will be provided on a regular basis.
- Electronic and other personal information of individuals that have committed crime and/or anti social behaviour within the business premises, owned or managed by members of the Lincoln BIG Security Group.
- Electronic and other photographs and CCTV images of individuals that have committed crime and/or anti social behaviour within the business premises, owned or managed by members of the Lincoln BIG Security Group.

NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED

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 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.

8. ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

- 8.1 Each partner must appoint a single point of contact (SPoC) who must work together to jointly solve problems relating to crime and anti social behaviour. The sharing of information must only take place where it is valid and legally justified.
- | | |
|----------------------------|-------------------------------|
| Police SPoC | Title: Role – not name |
| | Contact details: 01522 88???? |
| Lincoln BIG Security Group | Title: Security Group Manager |
| Group SPoC | Contact details: 01522 545348 |
- 8.2 SPoCs must meet regularly to discuss and prioritise incidents of criminal or anti-social behaviour. 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.
- 8.4 Within Lincolnshire Police, the file **will be held and managed by the City Centre Community Beat Manager**. This arrangement must be replicated within the Lincoln BIG Security Group
- 8.5 The designated police officer 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. 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.
- 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:

NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED

01522 532222. 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 A (P698A) Request for Information will be completed on behalf of the requestor by the Duty Inspector/Supervisor, and information released will be documented on Form B (P698B) Response to Request for Information. Upon completion and release of information, both Form A and Form B will be forwarded to the identified Police SPoC, who will, upon receipt of the forms, file them 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 the Lincoln BIG Security Group, 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 Lincoln BIG Security Group, Prior to Conviction or Caution:

- 9.7 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.
- 9.8 Where the Lincoln BIG Security Group, requests information about a particular individual when a criminal investigation has already started, any decision on whether or not to proceed with a criminal prosecution must be referred to the designated police officer who will liaise with the Crown Prosecution Service.
- 9.9 Where a criminal prosecution is pending and the Lincoln BIG Security Group 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.

Information Requested by the Lincoln BIG Security Group Post Conviction, or Caution

- 9.10 Where the criminal process is complete, copies of relevant police statements may be released to the Lincoln BIG Security Group. Statements obtained from witnesses will also be released provided the appropriate written consent has been given.
- 9.11 Convictions 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 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 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.

NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED

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 The Lincoln BIG Security Group, 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 Lincoln BIG Security Group. _____

Title: _____

Rank / Position: _____

Date: _____