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**INFORMATION SHARING AGREEMENT**

**INFORMATION SHARING AGREEMENT (ISA)**

**BETWEEN**

**Lincolnshire Fire & Rescue Service**

**AND**

**LINCOLNSHIRE POLICE**

Version 1.0

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**SUMMARY SHEET**

<b>Information Sharing Agreement</b>
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<b>ISA Ref:</b>	LPOO2/Force – Lincolnshire Fire & Rescue Service
<b>PURPOSE</b>	To create a system for the exchange of information and intelligence between the Police and Lincolnshire Fire & Rescue Service, with the intention to prevent, detect, and/or reduce crime associated with/caused by arson.
<b>PARTNERS</b>	Lincolnshire Police  Lincolnshire Fire & Rescue Service
<b>Date Agreement comes into force:</b>	To be agreed
<b>Date of Agreement Review:</b>	Six months after coming into force, then annually.
<b>Agreement Owner:</b>	Lincolnshire Police
<b>Agreement drawn up by:</b>	Mr Dick Massey
<b>Location of Signed Agreement in force:</b>	Data Protection Office, HQ
<b>Protective Marking:</b>	Not protectively marked

## VERSION RECORD

Version No.	Amendments Made	Authorisation
001	Initial Draft	Dick Massey – Compliance Officer
002	Amended Draft	Dick Massey – Compliance Officer
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 other identified partners, to detect, prevent and reduce crime and anti-social behaviour within Lincolnshire.
- 1.2 This agreement outlines the need for the police, and Lincolnshire Fire & Rescue Service to work together to alleviate crime associated with arson.

**2. PURPOSE**

- 2.1 The purpose of this agreement is to enable action to be taken against crime, caused by arson, across Lincolnshire. It will incorporate measures aimed at:
- Facilitating a coordinated approach that targets such crimes.
  - Facilitating the collation and exchange of relevant information.
  - The pursuit of civil, or criminal proceedings, either by Lincolnshire Police, or Lincolnshire Fire & Rescue Service.
  - 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 Lincolnshire Fire & Rescue Service to combat crime associated with arson.

**3. PARTNER(S)**

- 3.1 This agreement is between the following partners:

**Lincolnshire Fire & Rescue Service, South Park Avenue, Lincoln, LN5 8EL**

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

**4. POWER(S)**

- 4.1 This agreement fulfils the requirements of the following:

The Fire Service Act 2004  
 The Police Reform Act 2002  
 The Crime & Disorder Act 1998 (Section 115)  
 The Human Rights Act 1998 (Article 8)  
 The Data Protection Act 1998 (Sections 29(3) & 35(2))  
 Common Law Powers of Disclosure  
 Memorandum of Understanding between Lincolnshire Police & Lincolnshire Fire and Rescue Service dated 11<sup>th</sup> December 2001

**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.

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6.1 Lincolnshire Police will share:

- De-personalised information relating to crimes associated with arson that have occurred within Lincolnshire.
- Evidence relating to a conviction for an arrestable offence associated with arson, providing that the conviction is not considered spent under the Rehabilitation of Offenders Act 1974.
- Evidence relating to a caution accepted by an accused for an arrestable offence, associated with arson.
- Evidence from police records of incidents of crime associated with arson.
- Copies of statements made to the police by third parties where written permission has been provided by the statement maker for that statement to be disclosed for use in civil proceedings.

6.2 Lincolnshire Fire & Rescue Service will share:

- Evidence from fire records in relation to suspicious fires
- Evidence in relation to hoax calls
- Evidence from incident data

**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 associated with crimes involving arson. The sharing of information must only take place where it is valid and legally justified.
- |                    |   |
|--------------------|---|
| Police Spoc        | Title: Arson Task Force Police Manager<br>Contact Details: Tel – 01673 849851 ext 224 |
| Fire & Rescue Spoc | Title: Arson Task Force Fire Manager<br>Contact Details: Tel – 01673 849851 ext 222   |
- 8.2 Both Partner Spoc's are based at the Arson Task Force Office, which is situated within the Market Rasen Community Fire & Police Station, Linwood Road, Market Rasen, LN8 3AW. Both contacts have a responsibility, and will create a file that will record requests for information associated with each incident where arson is suspected. It will include details of the data assessed, and notes of any meeting,

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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 The file will be maintained and managed centrally within the Arson Task Force office.

**9. SPECIFIC PROCEDURES**

- 9.1 Handling requests for information – all information shared will relate to the completion of Form ARSON 01. If Form ARSON 01 includes Personal data, it will be marked as 'Restricted', in compliance with the Government Protective Marking Scheme (GPMS). Requests and replies should not be communicated via e-mail as the internet is not secure for the transmission of personal and sensitive personal information. As both organisations have access to secure email, then email correspondence between them is acceptable from within their respective organisations.
- 9.2 Requests for information may be made by telephone in cases of emergency, for example where there is risk of immediate danger by fire. Where this occurs, the Form ARSON 01 must be completed as soon as is practicable, and submitted retrospectively to the Arson Task Force Office.
- 9.3 Replies to requests must be made as soon as is practicable, and in any case within ten working days.

**Information requested by Lincolnshire Fire & Rescue Service prior to conviction or caution.**

- 9.4 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.
- 9.5 Where Lincolnshire Fire & Rescue Service 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. This is particularly important in cases involving child abuse, domestic violence and incidents where Covert Human Intelligence Sources (CHISs) have been tasked.
- 9.6 Where a criminal prosecution is pending and the Fire & Rescue Service 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 will not provide opinion evidence.
- 9.7 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 Fire & Rescue Service with the individual's written permission, and only once the criminal proceedings have been completed.
- 9.8 The Arson Task Force Police Manager will submit any information received from the Lincolnshire Fire & Rescue Service 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 Lincolnshire Fire & Rescue Service post conviction or caution.**

- 9.9 Where the criminal process is complete. Copies of relevant police statements may be released to the Fire & Rescue Service. Statements obtained from witnesses will also be released provided that the appropriate written consent has been given.
- 9.10 Convictions that are spent within the meaning of the Rehabilitation of Offenders Act, will not be disclosed

**NOT PROTECTIVELY MARKED****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.
- 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.

**11. REVIEW OF THE INFORMATION SHARING AGREEMENT**

- 11.1 This ISA 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 Lincolnshire Fire & Rescue Service, 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: Assistant Chief Constable \_\_\_\_\_

Date: October 2007 \_\_\_\_\_

Signed on behalf of Lincolnshire Fire & Rescue Service \_\_\_\_\_

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

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

Date: October 2007 \_\_\_\_\_

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