

# **INFORMATION SHARING AGREEMENT**

**INFORMATION SHARING AGREEMENT (ISA)**

**BETWEEN**

**LINCOLNSHIRE FOOTBALL  
ASSOCIATION**

**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>	LPOO3/IMU – Lincolnshire Football Association
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<b>PURPOSE</b>	To create a system for the formal exchange of information and intelligence between the Police and Lincolnshire Football Association -with the intention to protect and safeguard children whilst at the same time preventing, and/or reducing the risk of crime being committed.
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<b>PARTNERS</b>	Lincolnshire Police  Lincolnshire Football Association
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<b>Date Agreement comes into force:</b>	13 <sup>th</sup> July 2011
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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>	Lucy Chapman – IS Officer
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<b>Location of Signed Agreement in force:</b>	Information Management Unit, 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	Lucy Chapman –IS Officer
1.0	Authorised	Lucy Chapman –IS Officer

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### 1. INTRODUCTION

- 1.1 Lincolnshire Police are committed to partnership working, and continually seek opportunities to enhance their working relationship with identified partners. This assists with the protection and safeguarding of children, whilst supporting the prevention, detection and reduction of crime.
- 1.2 This agreement outlines the need for the police and Lincolnshire Football Association to work together to protect and safeguard children and provides a framework for action.

### 2. PURPOSE

- 2.1 The purpose of this agreement is to ensure that the County Welfare Officer who has key responsibility to safeguard children and vulnerable adults in line with legislation and FA Policy and Procedures are made aware of any relevant incidents and/or offences involving participants assisting with such events/training. This will enable the Welfare Officer to make informed decisions in relation to future actions. It will incorporate measures aimed at
- Facilitating a co-ordinated approach that protects and safeguards children whilst targeting potential crime
  - Facilitating the collection and exchange of relevant information
  - Ensuring that the sharing of information meets one or more of the policing purposes

### 3. PARTNER(S)

- 3.1 This agreement is between the following partners:

**Lincolnshire Football Association Limited, Deepdale Enterprise park, Deepdale Lane, Nettleham, Lincoln, LN2 2LL.**

and

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

### 4. POWER(S)

- 4.1 This agreement fulfils the requirements of the following:

- The Children's Act 1989 & 2004
- The Civil Evidence Act 1995;

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- 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)).
- Working Together to Safeguard Children 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 the Football Association is to effectively deal with issues concerning the protection and safeguarding of children whilst at the same time preventing the possibility of future criminal activity.

**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 appropriate to share such information the Police, and Football Association 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:

- Providing consent has been gained by the subject of the request, unless there is immediate risk to a child, the following information may be provided:
  - A brief description of the incident, together with the Modus operandi (MO)
  - Relevant court dates
  - Outcome of the incident, i.e. caution, NFA, conviction details etc...
  - Relevant bail conditions

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- Any information that identifies an immediate risk to a child may be supplied in order to assist the FA in completing risk assessments in order to protect and safeguard children.
- If the information requested relates to an ongoing case, the Officer in Case (OIC) must be contacted prior to disclosure. Any objections made by the OIC regarding the disclosure of personal data relating to the subject of the request must be taken into consideration prior to disclosure.

6.2 Lincolnshire Football Association 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 the subject.  
All the above personal details are required in order to carry out full checks.

## 7. CONSTRAINTS ON THE USE OF THE INFORMATION

- 7.1 The information shared must not be disclosed to any party beyond the judicial system. The information must be stored securely and destroyed in line with the organisations data retention policy.
- 7.2 Any police information shared is only valid at the time of provision.
- 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

- 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 Supervisors
	Contact Details:
	○ Tel – 01522 947109 or 947110
	○ Fax – 01522 558491
Lincolnshire FA SPoC	Title: County Welfare Officer
	Contact Details:
	○ Tel – 08449 670708
	○ Fax – 08849 670709
Football Association SPoC	Title: Case Officer
	Contact Details:
	○ Tel – 08449 808200 ext: 6916

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o Fax – 02087 826752

- 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.
- 8.3 The SPoC's will create a file that can record each individual request for information and the decision made. It must include copies of all the requests for information, details of the data accessed and notes of any correspondence relating to the request.
- 8.4 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.

- 8.5 Within Lincolnshire Police the file will be held and managed centrally by the **RRD Supervisors within the Information Management Unit at Force Headquarters**. This arrangement must be replicated within the Lincolnshire Football Association.

## 9. SPECIFIC PROCEDURES

- 9.1 Handling Request for Information – all requests for information must be made in writing using a P698A Request for Personal Information form (see Appendix 2) and should be submitted along with the payment of £75 in line with the Charge Rates for Common Items advised by ACPO/APA outlined within the document *Paying the Bill 2: ACPO/APA Guidance for Charging for Police Services* (see Appendix 4). Any additional items would also be charged in line with this document. All requests for information must be received with the appropriate payment and addressed to the **Non CRB Disclosure Team, Information Management Unit, Police Headquarters, PO Box 999, Lincoln, LN5 7PH**.
- 9.2 The decision to provide information will be documented on Form P698B – Response to Request for Information (see Appendix 3). Both Form A and Form B will be retained by the Police SPoC within the file created for such purpose; this arrangement should be replicated by Lincolnshire Football Association.
- 9.3 The decisions to provide information will be documented on an existing excel spreadsheet, which indicates that this request meets policing purpose.
- 9.4 Replies to requests will be made within twenty-eight working days.
- 9.5 **As all of the information between the two bodies involves personal information, particular care must be taken when sending this information by fax. A telephone call must be where possible made prior to the fax being sent to ensure that the correct recipient is there to receive the fax. Similarly,**

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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.

- 9.6 The Police SPoC will submit any information received from Lincolnshire Football Association, 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 in line with the relevant organisations data retention policy.
- 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 party beyond the judicial system without obtaining the express written authority of the partner who provided the information.
- 10.4 All SPoCs must 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 Lincolnshire 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 Lincolnshire Football Association, 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.

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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 Lincolnshire Football  
Association.

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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	<b>RESTRICTED</b>	<b>CONFIDENTIAL</b>
<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.

Appendix 2

**FORM A: REQUEST FOR PERSONAL INFORMATION**

I am requesting personal information or sensitive personal information under the Data Protection Act 1998 about:

<b>FA Ref:</b>	
<b>Surname:</b>	
<b>All previous surnames:</b>	
<b>Also known as:</b>	
<b>Forenames:</b>	

<b>Place of Birth:</b>		<b>Date of Birth:</b>	
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<b>Full Present Address:</b>	
<b>Post Code:</b>	
<b>Previous Address:</b>	
<b>Post Code:</b>	

The information I require is:
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I confirm that the personal or sensitive personal information is required for the following purpose:
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Failure to provide the information will result in:
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<b>Signed:</b>		<b>Date:</b>	
<b>Name:</b>		<b>Rank / Title:</b>	
<b>Tel No.:</b>		<b>Mobile No.:</b>	
<b>E-mail:</b>		<b>Fax:</b>	
<b>Organisation:</b>	Lincolnshire Football Association		

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Appendix 3



P.698B (08/07)

**FORM B: RESPONSE TO REQUEST FOR INFORMATION**

Does the Provision of Information fulfil a Policing Purpose *	Yes		No	
Protecting Life and Property *				
Preserving Order *				
Preventing the Commission of Offences *				
Bringing Offenders to Justice *				
Any Duty/Responsibility arising from Common/Statute Law *				
Decision to Provide Information *	Yes		No	

*\* Mark as appropriate*

<b>Signed:</b>		<b>Date:</b>	
<b>Name:</b>		<b>Rank/Title:</b>	
<b>Contact No.:</b>		<b>Department:</b>	
<b>Our Reference</b>		<b>Your Reference:</b>	

**Subject**

<b>Surname:</b>		<b>Forenames:</b>	
<b>Date of Birth:</b>		<b>Place of Birth:</b>	

**Information Provided:** *(complete or attach as appropriate / reason for refusal to provide)*

**Date Provided:**

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**Appendix 4**

**Charge Rates for Common Items**

<b>Previous 2009/10</b>		<b>Revised 2010/11</b>
<b>£</b>	<b><u>Accident Reports</u></b>	<b>£</b>
80.50	Copy of Accident Report (full extract up to 30pages)	82.60
3.50	Additional pages for same incident (per page)	3.60
28.70	Limited particulars (RT Act details)	29.40
28.70	Copy of self reporting / minor accident form	29.40
346.00	Fatals - Accident Investigation report	354.90
69.00	Fatals - Reconstruction video	70.80
23.00	Rough Data (per page)	23.60
34.50	Copy of Scale plan -other than in collision report	35.40
57.50	Copy of Police vehicle examination report <b>(unless provided as full extract)</b>	59.00
57.50	Copy of Collision Reconstruction Report <b>(unless provided as full extract)</b>	59.00
3.50	Copy of Collision Reconstruction Report <b>(unless provided as full extract) per page (max £50)</b>	3.60
	<b><u>Copies of Photographs</u></b>	
17.20	from Digital camera <b>(per disc)</b>	17.60
17.20	A4 Index sheet <b>(digital)</b>	17.60
23.00	Photographs <b>(first photo)</b>	23.60
2.50	Each subsequent photograph	2.60
	<b><u>Copies of statements - other than in booklets</u></b>	
29.60	(per statement – up to 3 pages)	30.40
3.50	Additional pages (per page)	3.60
34.50	Copy of witness statement <b>(witness agrees to disclosure of personal details)</b>	35.40
46.00	Copy of witness statement <b>(witness not agreeing to disclosure of personal details)</b>	47.20
114.90	Interview with Police Officer (per Officer)	117.90
114.90	Request for a statement to be written by Police Officer	117.90
23.00	Copy of PIC Sheets (2nd copy)	23.60
46.00	Copy of interview record (only where prepared during investigative process)	47.20
69.00	Copies of VHS videotapes (provision for CJS)	70.80
28.70	Copies of audio tapes (provision for CJS)	29.40
17.20	Copies of CDs/DVDs	17.60
	<b><u>Cancellation charges</u></b>	
REFUND	if request is cancelled prior to search	REFUND
28.70	if search is made prior to cancellation	29.40
69.00	if search is made and documents ready for dispatch	70.80
28.70	Abortive search	29.40

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		<b><u>Fingerprinting Fees</u></b>	
	65.00	One set	66.70
	32.50	Additional sets thereafter (each)	33.30
		<b><u>Requests for Disclosure of Information</u></b>	
	n/a	Request for information (up to 2 hours work)	75.00
	n/a	Hourly rate for work above 2 hours (including redaction)	25.00
		<b><u>Other common items</u></b>	
	n/a	Crime Report	75.00
	n/a	MG5	30.00
	n/a	MG3	30.00
	n/a	Incident Log	30.00
	n/a	PNC Convictions	30.00
	n/a	Caution Certificate	20.00
	n/a	Domestic Violence Report	45.00
	n/a	Occurrence Summary	15.00
	n/a	Custody Record	15.00

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