

NOT PROTECTIVELY MARKED

INFORMATION SHARING AGREEMENT

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Lincolnshire County Neighbourhood Watch
Schemes

AND

LINCOLNSHIRE POLICE

Version 1.0

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SUMMARY SHEET

Information Sharing Agreement

ISA Ref:	LPOO4/Force – Lincolnshire County Neighbourhood Watch Schemes
PURPOSE	To create a system for the exchange of information and intelligence (including personal data) between the Police and Lincolnshire County Neighbourhood Watch Schemes, with the intention to prevent, and/or detect crime, and combat anti social behaviour.
PARTNERS	Lincolnshire Police Lincolnshire County Neighbourhood Watch Schemes
Date Agreement comes into force:	16 th December 2008.
Date of Agreement Review:	Six months after coming into force, then annually.
Agreement Owner:	Lincolnshire Police
Agreement drawn up by:	Mr D Massey – ISA Officer
Location of Signed Agreement in force:	Information Management Unit, Force HQ
Protective Marking:	Not protectively marked

VERSION RECORD

Version No.	Amendments Made	Authorisation
001	Initial Draft	Mr D Massey – ISA Officer
1.0	Authorised	Mr D Massey – ISA Officer
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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, with a view to preventing and detecting crime, and to combat anti social behaviour.

1.2 This agreement outlines the need for the police and Lincolnshire County Neighbourhood Watch Schemes to work together to alleviate crime and anti social behaviour.

2. PURPOSE

2.1 The purpose of this agreement is to enable action to be taken against crime and anti social behaviour across Lincolnshire. It will incorporate measures aimed at:

- Facilitating a coordinated approach that targets crime
- Facilitating the collation and exchange of relevant information
- The pursuit of civil, or criminal proceedings.
- 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 to combat crime and anti social behaviour.

3. PARTNER(S)

This agreement is between the following partners:

Lincolnshire County Neighbourhood Watch Schemes, [ADDRESS](#)

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

4. POWER(S)

4.1 This agreement fulfils the requirements of the following:

The Police Reform Act 2002

The Crime & Disorder Act 1998 (Section 115)

The Human Rights Act (Article 8)

The Data Protection Act (Sections 29(3) & 35(2))

ACPO Guidance on Information Sharing for Police and Watch Schemes – December 2008

5. PROCESS

5.1 This agreement has been formulated to facilitate the exchange of information (including personal data) 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 and anti social behaviour that have occurred within Lincolnshire.
- Details of crime patterns and trends
- Descriptions of suspects wanted for crime and anti social behaviour, where their personal identities are not known.
- Details of prolific offenders and individuals subject to ASBO's, which may, if appropriate, include photographs or video footage.

6.2 Lincolnshire County Neighbourhood Watch Schemes will share:

- Community information relative to the individual Neighbourhood Watch scheme areas, including details of suspicious incidents, and anti social behaviour.
- Details of relevant vehicle registration numbers relating to specific incidents.
- Details of suspects in response to a police request for information

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.
- 7.3 Any information shared will be proportionate and necessary for the purpose for which it is being shared.
- 7.4 Only RESTRICTED information will be disclosed to Neighbourhood Watch Co-ordinators. Information assets marked CONFIDENTIAL will not be disclosed.

8. ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

- 8.1 Each partner should appoint Single Points of Contact (SPoC's) who must work together to jointly solve problems associated with crime and anti social behaviour. The sharing of information must only take place where it is valid and legally justified.
- | | |
|-------------------------------|--|
| Police SPoC
West Division | Title: Community Safety Administrator
Contact Details: Tel – 01522 885326 |
| Police SPoC
East Division | Title: Community Safety Administrator
Contact Details: Tel – 01754 614329 |
| Police SPoC
South Division | Title: Community Safety Administrator
Contact Details: Tel – 01476 403331 |
- 8.2 SPoC's must meet regularly to discuss and prioritise incidents of crime and anti social behaviour. The SPoC's have a responsibility to create a file 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 meetings, correspondence, or 'phone calls relating to the request.

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- 8.3 Any request for information must meet one or more of the policing purposes.
- 8.4 The files will be maintained and managed by the Divisional SPoC's.
- 8.5 All manual personal data provided to a Neighbourhood Watch Scheme, when not in the custody of an authorised person will be kept under 'lock and key'.
- 8.6 Any personal data shared by the police will be marked as RESTRICTED and **must not be** stored on personally owned computers, in the possession of authorised persons within the watch schemes.
- 8.7 Once authorised this Information Sharing Agreement will be made available to all users, and will be published on the force internet and intranet sites.

9. SPECIFIC PROCEDURES

- 9.1 Handling requests for information – all requests for personal 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 respective 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. Replies to requests will not be made via email facilities, unless it is via 'secure' data systems.
- 9.4 Replies to requests will be made as soon as is practicable.
- 9.5 The respective police SpoC's will submit any information received from the Lincolnshire County Neighbourhood Watch Association, if relevant, via the 5x5x5 system into the Lincolnshire Police intelligence systems in a timely, accurate and proportionate manner.
- 9.6 The provision of non-personal data by the Police SpoC (e.g. crime trends – types & locations, etc) to the Neighbourhood Watch Association does not fall under the guidance of this information sharing agreement.

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 Neighbourhood Watch Co-ordinators will ensure that access to information received from the police will only be granted to those persons who need to see the information.
- 10.5 Neighbourhood Watch Co-coordinators must not retain personal data received from the police for longer than necessary. Advice may be sought from the nominated police liaison officers as to the relevance of information on a regular basis.

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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. SAFEGUARD

12.1 Where an individual scheme member wilfully disregards instructions regarding the use of personal data from the police, the force may consider that the individual be excluded from any further sharing, i.e. inappropriate disclosure.

12.2 Whilst the document itself is not legally binding, it must be recognised that any action taken outside the agreement may be considered a criminal offence.

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 Lincolnshire County
Neighbourhood Watch Schemes _____

Title: _____

Rank / Position: _____

Date: _____