

**INFORMATION SHARING AGREEMENT**

**INFORMATION SHARING AGREEMENT (ISA)**

**BETWEEN**

**Lincolnshire Prolific and other Priority Offenders (PPO)  
Strategic Management Board**

**AND**

**LINCOLNSHIRE POLICE**

Version 1.2

**NOT PROTECTIVELY MARKED**  
**SUMMARY SHEET**

<b>Information Sharing Agreement</b>
--------------------------------------

<b>ISA Ref:</b>	LP006/F – Lincolnshire PPO Strategic Management Board
-----------------	---

<b>PURPOSE</b>	To create a system for the formal exchange of information and intelligence between the Police and the Lincolnshire PPO Strategic Management Board, with the intention to prevent, and/or reduce the risk of crime being committed by identified Prolific and other Priority Offenders, within Lincolnshire.
----------------	---

<b>PARTNERS</b>	Lincolnshire Police  Lincolnshire PPO Strategic Management Board
-----------------	--

<b>Date Agreement comes into force:</b>	23 <sup>rd</sup> September 2010
---	---------------------------------

<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>	Information Management Unit, HQ
---	---------------------------------

<b>Protective Marking:</b>	Not protectively marked
----------------------------	-------------------------

VERSION RECORD

Version No.	Amendments Made	Authorisation
001	Initial Draft	Dick Massey
1.0	Authorised	Miss Lucy Chapman- IS Officer

**NOT PROTECTIVELY MARKED**

1.1	Amended Para. 6. Para. 7.4 added. Appendix 1- Security Requirements, added. Appendix 2- Rehabilitation Periods, added. Additional Partner added: Addaction.	Miss Lucy Chapman- ISA Officer
1.2	Additional Partner added: Nacro. HMPS SPoC contact details updated.	Andrew Hodder – Priority Offender Manager

**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 the Lincolnshire PPO Strategic Management Board, to work together to alleviate crime(s) committed by identified individuals, within Lincolnshire.

**2. PURPOSE**

2.1	The purpose of this agreement is to ensure that members of the Lincolnshire PPO Strategic Management Board are made aware of any relevant previous convictions/cautions, incidents and/or offences, or relevant intelligence in order for them to make informed decisions in relation to future actions to be taken, relative to identified individuals that fit the criteria of being a ‘Prolific or other priority Offender’. It will incorporate measures aimed at <ul style="list-style-type: none"><li>• Facilitating a co-ordinated approach that targets potential crime by identified individuals</li><li>• Facilitating the collection and exchange of relevant information</li><li>• Ensuring that the sharing of information meets one or more of the policing purposes</li></ul>
2.2	This agreement is designed to prevent, deter, catch and convict, rehabilitate and resettle the most prolific offenders within Lincolnshire.

**3. PARTNER(S)**

3.1 This agreement is between the following partners:

<p><b>Lincolnshire PPO Strategic Management Board</b> consisting of members from: Crime &amp; Disorder Reduction Partnerships/Community Safety Partnerships</p>
---

## NOT PROTECTIVELY MARKED

Crown Prosecution Service  
Lincolnshire Drug and Alcohol Action Team (DAAT)  
Her Majesty's Court Service (HMCS)  
Her Majesty's Prison Service  
LCC Crime & Disorder Reduction Team  
Lincolnshire County Council  
Lincolnshire Criminal Justice Board  
Lincolnshire Action Trust  
Lincolnshire Probation Trust  
Youth Offending Service (YOS)  
Addaction  
Nacro

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

#### 4. POWER(S)

4.1 This agreement fulfils the requirements of the following:

The Criminal Justice Act 1991  
The Crime and Disorder Act 1998  
The Data Protection Act 1998 (Sections 29(3) & 35(2))  
The Human Rights Act 1998 (Article 8)  
The Rehabilitation of Offenders Act 1974  
Lincolnshire Prolific & other Priority Offenders Information Sharing Protocol, dated September 2004

#### 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 to reduce the potential for crime to be committed by identified individuals.

#### 6. TYPES OF INFORMATION TO BE SHARED

6.1 Lincolnshire Police will share:

## NOT PROTECTIVELY MARKED

- Evidence relating to a conviction for an arrestable offence, providing that the conviction is not considered spent under the Rehabilitation of Offenders Act 1974, see Appendix 2.
- Evidence relating to a conditional caution accepted by an accused for an arrestable offence, where the date of the caution is less than three months from the disclosure date.
- Details of any incident/offences and intelligence relative to an identified individual who has been classed as a “Prolific and other Priority Offender”, providing that the information does not relate to a conviction or caution that is considered spent under the Rehabilitation of Offenders Act 1974, see Appendix 2.

6.2 The Lincolnshire PPO Delivery Group 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 identified individuals.
- Details of any incidents/offences/intelligence, relative to prospective identified individuals, that have/has been reported direct to the Board members, that have/has not previously notified to the Police.

## 7. CONSTRAINTS ON THE USE OF THE INFORMATION

- 7.1 The information shared must not be disclosed to any third party, without the initial documented consent from the partner providing the information. The information must be stored securely when not in use, **and retained for a minimum of 6 years from the date of provision (Police Copy).**
- 7.2 Any police information shared is only valid at the time of provision and should only be used for the purposes as requested.
- 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:

West Division Police SPoC	Title: West Division PPO Officer Contact Details: Tel – 01522 532222
East Division Police SPoC	Title: East Division PPO Officer Contact Details: Tel – 01522 532222

**NOT PROTECTIVELY MARKED**

South Division Police SPoC	Title: South Division PPO Officer Contact Details: Tel – 01522 532222
Crown Prosecution Service	Title: Head of Criminal Justice Unit Contact Details: Tel – 01522 585900
Lincolnshire Probation Trust	Title: Director Contact Details: Tel – 01522 520776
Her Majesty's Court Service (HMCS)	Title: Deputy Justices' Clerk Contact Details: Tel – 01522 528218
Her Majesty's Prison Service	Title: Interventions Manager Contact Details: Tel – 0116 2814020
Youth Offending Service (YOS)	Title: County Services Manager Contact Details: Tel – 01522 554554
Lincolnshire Criminal Justice Board	Title: Lincolnshire Criminal Justice Board Chair Contact Details: Tel – 01522 558570
Crime & Disorder Reduction Partnerships/Community Safety Partnerships	Title: Chair, Community Safety Partnerships Chairs Contact Details: Tel – 01522 554592
LCC Crime & Disorder Reduction Team	Title: Assistant Director, Crime & Disorder Reduction Contact Details: Tel – 01522 554592
Lincolnshire County Council	Title: County Youth Services Manager Contact Details: Tel – 01522 697678
Lincolnshire Action Trust	Title: Operations Manager Contact Details: Tel – 01522 806611
Lincolnshire Drug and Alcohol Action Team (DAAT)	Title: Drug Intervention Programme Manager Contact Details: Tel – 01522 301301
Addaction	Title: Service Manager Contact Details: Tel – 01522 301301
Nacro	Title: Area Manager Contact Details: Tel – 01522 525383

8.2 Lincolnshire Police will record each individual request via the PPO prioritisation matrix, 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, which are:

- Protecting life and property
- Preserving order
- Preventing the commission of offences
- Bringing offenders to justice, and
- Any duty or responsibility arising from common or statute law.

## NOT PROTECTIVELY MARKED

### 9. SPECIFIC PROCEDURES

- 9.1 Only those offenders who have already been convicted of offences, or are suspected of such incidents of crime and disorder will be involved in this initiative. The National Strategy allows local areas to identify and select offenders by using the following criteria: -
- The nature and volume of the crimes they are committing
  - The nature and volume of other harm they are causing (e.g. by virtue of their gang leadership or anti-social behaviour)
  - Other local criteria based on the impact of the individuals concerned on their communities, and documented on the prioritisation matrix.
- 9.2 Requests for Information will be documented on the Prolific Offender Prioritisation Matrix – See Appendix (A).
- 9.3 The decision to provide information will be documented on P698B – Form B - See (B) and a copy, together with a copy of the PPO prioritisation matrix provided, will be retained by the Police SPoC, and filed within the file created for such purposes.
- 9.4 Email will not be used for the transmission of personal data, unless both the sender and recipient have email addresses containing .pnn or .gsi. **Particular care must be taken when sending personal information by fax, and the sender should ensure that the recipient is ON HAND to receive the message/data.** Personal Data may also be circulated, by post or courier, in a sealed envelope. The protective markings **MUST NOT BE SHOWN** on the exterior of the envelope, but must be shown on the documents contained therein.
- 9.5 Replies to the PPO prioritisation matrix will be provided for the next meeting of the Delivery Group.
- 9.6 All forms completed with personal data will be marked '**RESTRICTED**' on the top and bottom of each page, in accordance with the Government Protective Marking Scheme.
- 9.7 The Police SPoC's will submit any information received from the members, as a result of discussions at Delivery Group meetings, 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 (protected by one barrier – e.g. a locked contained within a secure building) when not in use, and will dispose of it when it is no longer required for the purpose for which it was requested, or in line with the partners retention policy, if one exists.
- 10.2 Files containing information from partner sources will be reviewed in line with force policy.
- 10.3 Delivery Group Members 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 Lincolnshire Prolific and other Priority Offender Board members, and Delivery Group members, 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 by Chair of Lincolnshire Prolific  
and other Priority Offenders (PPO)  
Strategic Management Board

Title:

Rank / Position:

Date:

**NOT PROTECTIVELY MARKED**

Signed on behalf of Crown Prosecution  
Service

Title:

Rank / Position:

Date:

Signed on behalf of Lincolnshire  
Probation Trust

Title:

Rank / Position:

Date:

Signed on behalf of Her Majesty's Court  
Service (HMCS)

Title:

Rank / Position:

Date:

Signed on behalf of Her Majesty's Prison  
Service

Title:

Rank / Position:

Date:

Signed on behalf of Youth Offending  
Service (YOS)

Title:

Rank / Position:

Date:

Signed on behalf of Lincolnshire Criminal  
Justice Board

Title:

Rank / Position:

Date:

**NOT PROTECTIVELY MARKED**

Signed on behalf of Crime & Disorder  
Reduction Partnerships / Community  
Safety Partnerships

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

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

Date: \_\_\_\_\_

Signed on behalf of LCC Crime &  
Disorder Reduction Team

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

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

Date: \_\_\_\_\_

Signed on behalf of Lincolnshire County  
Council

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

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

Date: \_\_\_\_\_

Signed on behalf of Lincolnshire Action  
Trust

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

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

Date: \_\_\_\_\_

Signed on behalf of Lincolnshire Drug  
and Alcohol Action Team (DAAT)

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

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

Date: \_\_\_\_\_

Signed on behalf of Addaction

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

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

Date: \_\_\_\_\_

**NOT PROTECTIVELY MARKED**

Signed on behalf of Nacro

---

Title:

---

Rank / Position:

---

Date:

---

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.

	<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.

**NOT PROTECTIVELY MARKED**

		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

Rehabilitation Periods

**TABLE A:**

**Rehabilitation periods subject to reduction by half for persons [under 18]**

---

<b>Sentence</b>	<b>Rehabilitation period</b>
A sentence of imprisonment [detention in a young offender institution][or youth custody] or corrective training for a term exceeding six months but not exceeding thirty months.	Ten years
A sentence of cashiering, discharge with ignominy or dismissal with disgrace from Her Majesty's service.	Ten years
A sentence of imprisonment [detention in a young offender institution][or youth custody] for a term not exceeding six months.	Seven years
A sentence of dismissal from Her Majesty's service.	Seven years
Any sentence of detention in respect of a conviction in service disciplinary proceedings.	Five years
A fine or any other sentence subject to rehabilitation under this Act, not being a sentence to which Table B below or any of subsections (3) [(4A)] to (8) below applies.	Five years
Absolute discharge	Six months (this is the same for people aged 17 or under when convicted.)

---

\*The Criminal Justice and Immigration Act 2008 states that simple cautions, reprimands and warnings are considered immediately spent and should not be disclosed. However, these changes should not affect the protection of children and vulnerable people, cautions for most sex offences trigger sex offender registration requirements.

**TABLE B**

**Rehabilitation periods for certain sentences confined to young offenders**

<b>Sentence</b>	<b>Rehabilitation period</b>
A sentence of Borstal training.	Seven years
[A custodial order under Schedule 5A to the M4Army Act 1955 or the M5Air Force Act 1955, or under Schedule 4A to the M6Naval Discipline Act 1957, where the maximum period of detention specified in the order is more than six months.]	[Seven years]
[A custodial order under section 71AA of the Army Act 1955 or the Air Force Act 1955, or under section 43AA of the Naval Discipline Act 1957, where the maximum period of detention specified in the order is more than six months.]	[Seven years.]
A sentence of detention for a term exceeding six months but not exceeding thirty months passed under [section 91 of the Powers of Criminal Courts (Sentencing) Act 2000] or under section [206 of the Criminal Procedure (Scotland) Act 1975].	Five years
A sentence of detention for a term not exceeding six months passed under either of those provisions.	Three years
An order for detention in a detention centre made under [section 4 of the Criminal Justice Act 1982,] section 4 of the M7Criminal Justice Act 1961 . . .	Three years
[A custodial order under any of the Schedules to the said Acts of 1955 and 1957 mentioned above, where the maximum period of detention specified in the order is six months or less.]	[Three years]
[A custodial order under section 71AA of the said Acts of 1955, or section 43AA or the said Act of 1957, where the maximum period of detention specified in the order is six months or less.]	[Three years.]

## NOT PROTECTIVELY MARKED

The Crime and Disorder Act 1998 introduced a new custodial sentence for young people with different rehabilitation periods:

---

<b>Sentence</b>	<b>Rehabilitation period People aged 12, 13 or 14 when convicted</b>	<b>Rehabilitation period People aged 15, 16 or 17 when convicted.</b>
Detention and training order of 6 months or less	One year after the order expires.	Three and a half years
Detention and training order more than 6 months.	One year after the order expires.	Five years.

---

With some sentences the rehabilitation period varies:

---

<b>Sentence</b>	<b>Rehabilitation period</b>
Probation, supervision , and care order,	Five years.
Conditional discharge and bind-over.	One year or until the order expires (whichever is longer)
Secure training (abolished in 2000) and attendance centre orders.	One year after the order expires.
Hospital order (with or without a restriction order).	Five years or two years after the order expires (whichever is longer).
Referral order	Once the order expires.

---