

INFORMATION SHARING AGREEMENT

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

NACRO Services, Boston

AND

LINCOLNSHIRE POLICE

Version 2.0

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SUMMARY SHEET

Information Sharing Agreement

ISA Ref:	LP012/E – NACRO Services, Boston
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PURPOSE	To create a system for the formal exchange of information and intelligence between the Police and NACRO Boston, with the intention to prevent, detect, and/or reduce crime and anti-social behaviour within, and adjacent to properties owned or managed by NACRO Services, Boston, within Lincolnshire.
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PARTNERS	Boston Police NACRO Services, Boston.
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Date Agreement comes into force:	22 nd December 2008.
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Date of Agreement Review:	Six months after coming into force, then annually
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Agreement Owner:	Lincolnshire Police
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Agreement drawn up by:	Mr D Massey – ISA Officer
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Location of Signed Agreement in force:	Data Protection Office, HQ
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Protective Marking:	Not protectively marked
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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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2.0	Amended Para. 6.1, 8.3, 9.3 and 9.14. Para. 7.4 added. Appendix 1- Security Requirements, added. Appendix 2- Rehabilitation Periods, added.	Miss Lucy Chapman- IS Officer
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1. INTRODUCTION

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| <p>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.</p> <p>1.2 This agreement outlines the need for the police and housing providers to work together to alleviate crime and anti-social behaviour in social housing areas and provides a framework for action.</p> |
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2. PURPOSE

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| <p>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 NACRO Services, Boston. It will incorporate measures aimed at:</p> <ul style="list-style-type: none">• 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 Boston Police or NACRO Boston;• Ensuring that the sharing of information meets one or more of the policing purposes. <p>2.2 It also seeks to increase the confidence of residents, while encouraging their support, to enable Lincolnshire Police and NACRO Boston, to combat crime and anti-social behaviour.</p> |
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3. PARTNER(S)

3.1 This agreement is between the following partners:

<p>NACRO Service, Boston,34 Middlecott Close, Boston, Lincs PE21 7RD</p>

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

4. POWER(S)

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4.1 This agreement fulfils the requirements of the following:

- Housing Act 1985 & 1988 (schedule 2, grounds 2 & 14);
- Housing Act 1996 (sections 135, 152 & 153);
- The Protection from Harassment Act 1997;
- The Homelessness Act 2002;
- The Civil Evidence Act 1995;
- 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)).

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 housing owned or managed by NACRO Boston, within Lincolnshire;
- Evidence relating to a conviction of a tenant for an arrestable offence which occurred in the property or in the vicinity of the property, 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 a tenant for an arrestable criminal offence that occurred in the property or in the vicinity of the property owned or managed by NACRO Boston, where the date of the caution is less than three months from the disclosure date; providing that the conditional caution is relevant to the request and the disclosure of information can be justified on the grounds that it falls within a policing purpose.
- Evidence relating to a conviction or intelligence, which would reasonably indicate that a tenant represents a significant danger to the public, fellow tenants or staff, should they remain a tenant, providing that the conviction is not considered spent under the Rehabilitation of Offenders Act 1974;
- Requests to disclose convictions of proposed tenants will not be considered, except in exceptional circumstances when the proposed tenant in question has given information about themselves that needs due consideration as to the location

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and type of accommodation. An example of this would be when a proposed tenant states that they are a Sex Offender. In these instances specific requests will need to be made outlining the circumstances surrounding the request, and the legal basis for the disclosure of this information must be stated. Dependant on the "exceptional circumstance" explicit consent may be required from the proposed tenant to comply with the Data Protection Act, 1998;

- An admission of anti-social behaviour by the tenant, member of the resident family or invited visitor, evidenced by a pocket note book signature by the offender;
- Evidence from police records of incidents of anti-social behaviour at or in the immediate vicinity of the tenant's accommodation where there is evidence that these were committed by the tenants, their resident family or invited visitors;
- 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 NACRO Boston, will share:

- Evidence, including complaints from neighbours or the public relating to criminal or anti-social behaviour at, or in the immediate vicinity, of the tenant's accommodation where there is evidence that these were committed by the tenants, their resident family or invited visitors.
- Details of residents of NACRO Boston, properties within Lincolnshire, including, where appropriate resident lists.

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.
- 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 jointly solve problems relating to social tenants. The sharing of information must

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only take place where it is valid and legally justified.

Police SPoC

Title: Divisional Intelligence Unit Manager

Contact details: 01205 312206

NACRO Boston SPoC

Title: Assistant Area Manager

Contact details: 01522 522213

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.

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.

8.4 Within Lincolnshire Police, the file ***will be held and managed centrally by the Divisional Intelligence Unit Manager***. This arrangement must be replicated within NACRO Boston.

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. A telephone call must be made prior to the fax being sent to ensure that the correct recipient is there to receive the fax. 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. 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.

9.4 Requests for information may be made by telephone in cases of emergency, for

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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: 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 MoPI 1 Request for Information, will be completed on behalf of the requestor by the Duty Inspector/Supervisor, and information released will be documented thereon. Form MoPI 1 will be forwarded to the identified police SPoC, who will, upon receipt of the form, file it 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 NACRO Boston, as a result of a request for information, if relevant, via the 5x5x5 system into the Boston Police intelligence systems in a timely, accurate and proportionate manner.

Information Requested by NACRO Boston, 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 NACRO Boston 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.
- 9.9 Where a criminal prosecution is pending and the local authority 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.
- 9.10 Where a complaint of anti-social behaviour has been made against a tenant both partners can share information (providing that it meets a policing purpose and satisfies the principles of the Data Protection Act), to help decide what course of action, if any, to take against the tenant. Such disclosures will only deal with the incident or offences that have occurred in the premises or in the immediate vicinity, and will be aimed at deciding on the course of joint action, if required. All decisions must be recorded.
- 9.11 Where more serious allegations are made against the tenant, the nominated officer from NACRO Boston must write to Lincolnshire Police informing them that action is being considered. The tenants name and address should be shared with the police to enable officers to carry out a search. This may include details on:
- Events witnessed by a police officer;
 - Evidenced incidents at the address or the immediate locality;
 - Warrants executed;
 - Persons arrested;
- 9.12 Officers attending incidents should make detailed pocket book entries of any complaints or statements obtained during criminal investigations. These

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complaints or statements can only be shared with the local authority with the individuals written permission and only once the criminal proceedings have been completed.

Information Requested by NACRO Boston, Post Conviction, or Caution

- 9.13 Where the criminal process is complete, copies of relevant police statements may be released to NACRO Boston. Statements obtained from witnesses will also be released provided the appropriate written consent has been given.
- 9.14 Convictions and cautions 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.
- 10.4 NACRO Boston Managers 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 NACRO Boston, 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

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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 NACRO Services,
Boston

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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	RESTRICTED	CONFIDENTIAL
STORAGE OF PAPERS	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.
DISPOSAL OF PAPERS	Shred in a strip or cross-shredder or return to Lincolnshire Police. Keep secure if storing prior to disposal.	Shred in a cross-shredder or return to Lincolnshire Police. Keep secure if storing prior to disposal.
DISPOSAL OF FLOPPY DISKS & CDs	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.
MOVEMENT WITHIN YOUR ORGANISATION	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.
RETURN TO LINCOLNSHIRE POLICE	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 protective marking shown on the <u>inner</u> envelope only. Provide a return address on the <u>outer</u> envelope.

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Appendix 2

Rehabilitation Periods

TABLE A:

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

Sentence	Rehabilitation period
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

Sentence	Rehabilitation period
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.]

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

Sentence	Rehabilitation period People aged 12, 13 or 14 when convicted	Rehabilitation period People aged 15, 16 or 17 when convicted.
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:

Sentence	Rehabilitation period
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.

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