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INFORMATION SHARING AGREEMENT

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Nottingham City Council Trading Standards

Public Protection Project Team

AND

LINCOLNSHIRE POLICE

Version 1.0

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SUMMARY SHEET

Information Sharing Agreement

ISA Ref:	LPOO7/CS – Public Protection Project Team acting on behalf of Trading Standards East Midlands (TSEM).
PURPOSE	To create a system for the formal exchange of information and intelligence between Lincolnshire Police and the Public Protection Project Team (based within Nottingham City Council), with the intention to prevent, detect, and/or reduce crime associated with illegal money lending within the East Midlands Region. (Nottinghamshire County Council, Nottingham City Council, Derbyshire County Council, Leicestershire County Council, Leicester City Council, Northamptonshire County Council & Lincolnshire County Council)
PARTNERS	Lincolnshire Police Public Protection Project Team based within Nottingham City Council
Date Agreement comes into force:	1 st June 2009.
Date of Agreement Review:	Six month after implementation, then annually thereafter
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 Legislation, guidance and Government policy all emphasise the importance of confidentiality and the protection of personal information. Strong emphasis is also placed on the need to share information in order to provide effective, integrated services.
- 1.2 This Information Sharing Agreement (ISA) has been drawn up by Lincolnshire Police with the Public Protection Project Team, based within Nottingham City Council to assist the appropriate sharing of information, some of which may be personal information, about the commission of offences related to illegal money lending.
- 1.3 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.
- 1.4 This agreement outlines the need for the police and Trading Standards to work together to alleviate crime and the fear of crime that predominantly targets those people who are excluded from mainstream credit facilities, and provides a framework for action.
- 1.5 The agreement is intended to reinforce current working practices, give guidance to staff and be a training resource for new members of staff. It defines the information which will be transferred between the organisations listed and arrangements for assisting compliance with relevant legislation and guidance.

2. PURPOSE

- 2.1 The purpose of this agreement is to enable action to be taken:
- to reduce the number of incidents of illegal money lending through the investigation and prosecution of offenders, and
 - to support those excluded from mainstream credit, and direct them to more appropriate lenders through liaison with Credit Unions, and other means of support.
- 2.2 It will incorporate measures aimed at:
- Facilitating a coordinated approach that targets crime and raises the awareness of the methods used by offenders who commit this type of offence.
 - Facilitating the collection and exchange of relevant information and intelligence. Increase the awareness of both police and trading standards staff in relation to existing powers and legislation that is in place to deal with these offences.
 - Pursue these offences, either by way of civil or criminal proceedings - by the Public Protection Project Team, based within Nottingham City Council.
 - Ensuring that the sharing of information meets one or more of the policing purposes.
- 2.3 It also seeks to increase the confidence of residents, while encouraging their support, to enable Lincolnshire Police and the Public Protection Project Team, based within Nottingham City Council, Trading Standards, to combat crime and the fear of it.

3. PARTNER(S)

- 3.1 This agreement is between the following partners:

Public Protection Project Team, based within Nottingham City Council Trading Standards Section, Lawrence House, Talbot Street, Nottingham NG1 5NT.

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

4. POWER(S)

4.1 This agreement fulfils the requirements of the following:

Social Security Act, Section 47
 Crime & Disorder Act 1998, Section 115
 The Fraud Act 2006
 Theft Act 1968 and 1978
 Consumer Credit Act 1974 and 2006
 Consumer Protection from Unfair Trading Regulations 2008
 Enterprise Act 2002
 Supply of Goods and Services Act 1982
 The Data Protection Act 1998
 The Police Reform Act 2002
 Common Law Powers of Disclosure
 The Human Rights Act 1998

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 information shared must be justified on the merits of each case.

6. TYPES OF INFORMATION TO BE SHARED

6.1 Lincolnshire Police will share:

- Evidence from police records of relevant incidents within the county, which will include suspects, addresses, associates, companies, MO's and vehicles used.
- Evidence relating to a conviction of an offender for an arrestable offence that occurred within the county.
- Evidence relating to a caution accepted by the offender for an arrestable criminal offence that occurred within the county, where the date of the caution is less than twelve months from the disclosure date
- Intelligence from police records of intelligence submissions graded under, and adhering to, the 5x5x5 system within the county, which will include suspects, associates, companies, MO's and vehicles used.
- 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 The Public Protection Project Team, based within Nottingham City Council will share:

- Names, addresses, images, associates, companies, MO's, vehicles used and associated criminal activities of known offenders.

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- Details of any incidents of known illegal money lending, not already known to Lincolnshire Police.

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 on the Public Protection Project Team's Memex database.
- 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.

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 relevant crimes. The sharing of information must only take place where it is valid and legally justified.
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| Police SPoC | Title: Force Information Bureau, D/Sergeant
Contact details: 01522 558048 |
| Nottingham City Council | |
| Public Protection Project Team
SPoC | Title: Seconded Police Officer
Contact details: 0115 9159545 |
- 8.2 SpOCs must meet regularly to discuss and prioritise incidents of crime. 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.
- 8.4 Within Lincolnshire Police, the file ***will be held and managed centrally within the Force Intelligence Bureau at Force Headquarters***. This arrangement will be replicated within the Public Protection Project Team, based within Nottingham City Council.

9. SPECIFIC PROCEDURES

- 9.1 Information, which is not personally identifiable information, will be shared in any of the following formats:
Face to face & telephone conversation; Post; Fax, E-mail.
- 9.2 Where information identifies an organisation or practice (or similar collective) information will be shared in the following ways:
Face to face & telephone conversation
Post using recorded/special delivery
Secure fax (or secure faxing method)
Secure (encrypted) e-mail facility
- 9.3 Requests for personal information must be made in writing using Form A – Request

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	for personal information.
9.4	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.
9.5	Requests may be made by fax but care must be taken where personal information is shared. 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, <i>unless both partners have access to secure e-mail facilities.</i>
9.6	Secure storage and transfer of personal information - steps should be taken by all partners to ensure that personal information is held and transmitted securely. Organisations should ensure that their staff have access to their policies on Confidentiality and Information Security.
9.7	Requests for information may be made by telephone in cases of emergency, for 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 will be completed on behalf of the requestor, in relation to the decision to release information, and the information released. Upon completion, and release of information, the Form MoPI 1 will be forwarded to the identified Police SpoC, for inclusion within the file already set up for use with the identified partner.
9.8	The Police SpoC will submit any information received from the Public Protection Project Team, as a result of the 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 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.
10.4	The Public Protection Project Team Manager 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,
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by the Association of Chief Police Officers (ACPO) and the Home Office.

12. INDEMNITY

12.1 The Public Protection Project Team, based within Nottingham City Council 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 on behalf of the Public Protection Project Team, based within Nottingham City Council _____

Title: _____

Rank / Position: _____

Date: _____