

**INFORMATION SHARING AGREEMENT**

**INFORMATION SHARING AGREEMENT (ISA)**

**BETWEEN**

**National Probation Service - Lincolnshire**

**AND**

**LINCOLNSHIRE POLICE**

Version 3.0

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**SUMMARY SHEET**

<b>Information Sharing Agreement</b>
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<b>ISA Ref:</b>	LPOO2/CJS – National Probation Service - Lincolnshire
<b>PURPOSE</b>	To create a system for the formal exchange of information and intelligence between the Police and National Probation Service - Lincolnshire, with the intention to prevent, and/or reduce the risk of crime being committed by re-offenders within Lincolnshire.
<b>PARTNERS</b>	Lincolnshire Police  National Probation Service – Lincolnshire
<b>Date Agreement comes into force:</b>	27 <sup>th</sup> May 2008
<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>	Sally Wood
<b>Location of Signed Agreement in force:</b>	Data Protection Office, HQ
<b>Protective Marking:</b>	Not protectively marked

VERSION RECORD

<b>Version No.</b>	<b>Amendments Made</b>	<b>Authorisation</b>
001	Initial Draft	Sally Wood
002	Updated re comments received	Sally Wood
003	Authorised	Gina Bowers

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### 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 National Probation Service – Lincolnshire, to work together to ensure the risk of re-offending is reduced and offences brought to Justice.

### 2. PURPOSE

- 2.1 The purpose of this agreement is to ensure that probation staff responsible for the carrying out checks on offenders are made aware of any relevant previous convictions, incidents and/or offences, in order for them to make informed decisions in relation to future actions. It will incorporate measures aimed at
  - Facilitating a co-ordinated approach that targets 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:

**National Probation Service - Lincolnshire, 7 Lindum Terrace, Lincoln, LN2 5RP**

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

### 4. POWER(S)

- 4.1 This agreement fulfils the requirements of the following:

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

### 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.

### 6. TYPES OF INFORMATION TO BE SHARED

- 6.1 Lincolnshire Police will share:

- Evidence relating to a conviction for an arrestable offence, providing that the

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conviction is not considered spent under the Rehabilitation of Offenders Act 1974.

- Evidence relating to a caution accepted by an accused for an arrestable offence.
- Details of any incident/offences and/or assaults relative to offenders currently subject to Probation.
- Details of arrests for specified related offences, suspected by the subject person.
- Details of incidents involving the subject person.

6.2 National Probation Service - Lincolnshire 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 offenders
- 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 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 purposes as requested.

## 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 Supervisor                        |
|                        | Contact Details: Tel – 01522 558922          |
| Probation Service SpoC | Title: Assistant Chief Officer's Secretariat |
|                        | Contact Details: Tel – 01522 520776          |
- 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.

## 9. SPECIFIC PROCEDURES

- 9.1 Handling Request for Information – all requests for information must be made in writing using Probation Service PNC printout request. All requests for information must be faxed (01522 558491) or emailed [disclosure@lincs.pnn.police.uk](mailto:disclosure@lincs.pnn.police.uk) to the 'Non CRB checks' unit. All other requests will be made by using Form A – Request for Personal Information (example attached).
- 9.2 The decisions to provide information will be documented on an existing excel spreadsheet, which indicates that this request meets policing purpose. Probation Service PNC printout request and the excel spreadsheet will be retained by the Police SPoC, within the file created for such purposes. The Probation Service SPoC will retain copies. All replies will be returned by fax or mail to National Probation Service.
- 9.3 Details of number of incidents/Offences/assaults will be documented on P698B – Form B, (example attached) and a copy will be retained within a file created for such purposes together with the original Request for Information from the Probation

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Service.

9.4 Replies to requests will be made within seven 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.**

9.6 The Police SPoC will submit any information received from National Probation Service – Lincolnshire, 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 for the purpose for which it was requested.

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.

### 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 National Probation Service - Lincolnshire, 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: \_\_\_\_\_

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Rank / Position:

Date:

Signed on behalf of National Probation  
Service.

*P Cadey-Johnson*

Title:

Mr

Rank / Position:

Assistant Chief Officer

Date:

21/05/2008

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