

**INFORMATION SHARING AGREEMENT**

**INFORMATION SHARING AGREEMENT (ISA)**

**BETWEEN**

**Royal Society for the Prevention of Cruelty to Animals –  
Lincolnshire**

**AND**

**LINCOLNSHIRE POLICE**

Version 1.0

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**SUMMARY SHEET**

<b>Information Sharing Agreement</b>
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<b>ISA Ref:</b>	LP001/OS – Royal Society for the Prevention of Cruelty to Animals (RSPCA) – Lincolnshire
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<b>PURPOSE</b>	To create a system for the formal exchange of information and intelligence between the Police and RSPCA - Lincolnshire, with the intention to prevent, and/or reduce the risk of crime being committed in relation to animal welfare within Lincolnshire.
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<b>PARTNERS</b>	Lincolnshire Police  RSPCA – Lincolnshire
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<b>Date Agreement comes into force:</b>	11 <sup>th</sup> February 2009
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<b>Date of Agreement Review:</b>	Six months after coming into force, then annually.
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<b>Agreement Owner:</b>	Lincolnshire Police
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<b>Agreement drawn up by:</b>	Mr Dick Massey – ISA Officer
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<b>Location of Signed Agreement in force:</b>	Information Management Unit, Force HQ
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<b>Protective Marking:</b>	Not protectively marked
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VERSION RECORD

Version No.	Amendments Made	Authorisation
001	Initial Draft	Dick Massey
1.00	Authorised	Mr Dick Massey – ISA Officer
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### 1. INTRODUCTION

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| 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 RSPCA – Lincolnshire, to work together to alleviate crime associated with animal welfare, within Lincolnshire   |

### 2. PURPOSE

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|-----|--|
| 2.1 | The purpose of this agreement is to ensure that RSPCA staff responsible for the carrying out checks on offenders are made aware of any relevant previous convictions/cautions, incidents and/or offences, in order for them to make informed decisions in relation to future actions. It will incorporate measures aimed at <ul style="list-style-type: none"><li>• Facilitating a co-ordinated approach that targets potential crime</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> |
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### 3. PARTNER(S)

- 3.1 This agreement is between the following partners:

<b>Royal Society for the Prevention of Cruelty to Animals, RSPCA HQ, Wilberforce Way, Southwater, HORSHAM, West Sussex RH13 9RS</b>
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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:

Wildlife & Countryside Act 1981	Protection of Badgers Act 1992
Wild Mammals Protection Act 1996	Countryside & Rights of Way Act 2000
Animal Welfare Act 2006	Hunting Act 2004
Natural Environment & Rural Communities Act 2006	
Dangerous Dogs Act 1989/1991 and amendment Act 1997	
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	

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### 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 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 animal welfare.

6.2 RSPCA - 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.
- Details of any incidents/offences that have been reported direct to the RSPCA – Lincolnshire, 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. 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.
- 7.3 Any information shared will be proportionate and necessary for the purpose for which it is being shared.
- 7.4 Retention for intelligence purposes shall be allowed but only in line with the data protection principles (Sch 1. The Data Protection Act 1998).

### 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: Wildlife Crime Officer       |
|             | Contact Details: Tel – 01522 558684 |
| RSPCA Spoc  | Title: Inspector – East Region      |

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Contact Details: Tel – 07825 158499

- 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 by using Form A – request for Information. All requests for information (Conviction checks) must be faxed or emailed to the 'Non CRB checks' unit. All other requests will be made by using Form A – Request for Personal Information, via the identified Police SPoC
- 9.2 The decisions to provide information will be documented on P689B – Form B and will be retained by the Police SPoC, within the file created for such purposes. The RSPCA SPoC will retain copies. All replies will be returned by fax or mail to the RSPCA. **Particular care must be taken when sending personal information by fax.**
- 9.3 Details of incidents/Offences/assaults will be documented on P698B – Form B, and a copy will be retained within a file created for such purposes together with the original Request for Information from the RSPCA.
- 9.4 Replies to requests will be made within seven working days.
- 9.5 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 Request for Information, will be completed on behalf of the requestor by the Duty Inspector/Supervisor, and information released will be documented thereon. Upon completion and release of information, 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.
- 9.6 The Police SPoC will submit any information received from the RSPCA – 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.

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- 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 RSPCA Managers will ensure that access to information provided by the police will only be granted to those staff who 'need to know' 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 RSPCA - 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: .....

Rank / Position: .....

Date: .....

Signed on behalf of RSPCA – Lincolnshire. ....

Title: .....

Rank / Position: .....

Date: .....