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INFORMATION SHARING AGREEMENT

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

LINCOLN SCRAP METAL MERCHANTS

AND

LINCOLNSHIRE POLICE

Version 2.0

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SUMMARY SHEET

Information Sharing Agreement

ISA Ref:	LPOO8/West – Lincoln Scrap Metal Merchants
PURPOSE	To create a system for the exchange of information and intelligence between the Police and Lincoln Scrap Metal Merchants, with the intention to prevent, detect, and/or reduce crime associated with the theft of scrap metal, particularly lead and copper.
PARTNERS	Lincolnshire Police Lincoln Scrap Metal Merchants
Date Agreement comes into force:	1 st July 2009.
Date of Agreement Review:	Six months after coming into force, then annually
Agreement Owner:	Lincolnshire Police
Agreement drawn up by:	PC 423 Stocks – Boultham Community Beat Manager
Location of Agreement in force:	Information Management Unit, Force HQ
Protective Marking:	Not protectively marked

VERSION RECORD

Version No.	Amendments Made	Authorisation
001	Initial Draft	
1.0	Authorised	Mr D. Massey – ISA Officer
2.0	Amended Para. 6.1, 8.3, 9.3 and 9.10. Para. 7.4 added.	Miss Lucy Chapman- IS Officer

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	<p>Appendix 1- Security Requirements, added.</p> <p>Appendix 2- Rehabilitation Periods, added.</p>	
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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 other identified partners to detect, prevent and reduce crime within Lincolnshire.
- 1.2 This agreement outlines the need for the police and Lincoln Scrap Metal Merchants to work together to alleviate crimes relative to the theft of scrap metal, in particular lead and copper and provides a framework for action.

2. PURPOSE

- 2.1 The purpose of this agreement is to enable action to be taken against crime relative to scrap metal and facilitates a coordinated approach that targets such crimes. It will incorporate measures aimed at:
- Facilitating a coordinated approach that targets such crimes.
 - Facilitating the collation and exchange of relevant information.
 - The pursuit of civil, or criminal proceedings, either by Lincolnshire Police, or Lincoln Scrap Metal Merchants.
- 2.2 It also seeks to increase the confidence of residents while encouraging their support, to enable Lincolnshire Police and Lincoln Scrap Metal merchants to combat related crime, specifically theft of lead, copper and other similar materials.

3. PARTNER(S)

- 3.1 This agreement is between the following partners:

LINCOLN SCRAP METAL MERCHANTS – namely
E.M.R Ltd., 2 Beevor Street, Lincoln LN6 7AD
City Scrap and Salvage Co., 7 Dale Street, Lincoln LN6 7AA
Sims McIntyre Metals, George Street, Lincoln LN5 8LG

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

4. POWER(S)

- 4.1 This agreement fulfils the requirements of the following:

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- 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:

- Redacted and de-personalised information relating to crimes of theft and burglary involving scrap metal, particularly lead and copper from police records of such incidents.
- Redacted evidence relating to a conviction of a resident for an arrestable offence associated with scrap metal, providing that the conviction is not considered spent under the Rehabilitation of Offenders Act 1974, see Appendix 2;
- Redacted evidence relating to a conditional caution accepted by an accused for an arrestable offence associated with scrap metal 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 of vehicles possessed by persons convicted/conditionally cautioned for an arrestable offence associated with scrap metal, providing that the conviction or caution is not considered spent under the Rehabilitation of Offenders Act 1974, see Appendix 2;
- Photographs of individuals convicted for an arrestable offence associated with scrap metal where current information/intelligence suggests that they may still be active within Lincoln, providing that the information disclosed does not relate to a conviction or caution that is considered spent under the Rehabilitation of Offenders Act 1974, see Appendix 2
- 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.

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6.2 Lincoln Scrap Metal Merchants will share:

- Evidence and information of persons attending the merchants, attempting to sell possible stolen metals, including descriptions and details of vehicles used by such persons, and details of metals offered for sale.

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 associated with crimes relative to scrap metal, this will usually be the business manager. The sharing of information must only take place where it is valid and legally justified.

Police SPoC	Title: Sector Inspector Contact details: 01522 805743
E.M.R Ltd SPoC	Title: Depot Manager Contact details: 01522 523282
City Scrap & Salvage Co SPoC	Title: Depot Manager Contact details: 01522 520188
Sims McIntyre Metals SPoC	Title: Depot Manager Contact details: 01522 527126

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:

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- 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 ***must be held and managed centrally by the Sector Inspector.***
- 8.5 The designated police officer must ensure that the request meets a policing purpose. Where the information refers to a witness or a victim, their written consent must be obtained.

9. SPECIFIC PROCEDURES

- 9.1 Relevant photographs will be supplied by Lincolnshire Police to Lincoln Scrap Metal Merchants on a regular basis, providing that they are supported with a Form B (P698B) – Response to Request for Information, which must be retained by the Police SPoC within the file created for such purpose.
- 9.2 Handling Requests for Information – all requests for information must be made in writing using Form A (P698A) – Requests for Personal Information.
- 9.3 The decision to provide information will be documented on Form B (P698) – 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.
- 9.4 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.
- 9.5 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 occurs when 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, and document the process accordingly.
- 9.6 The Police SPoC will submit any information received from Lincoln Scrap Metal Merchants, 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.
- 9.6 All photographs and information must be kept secure when not in use. Any

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information which is released for the purpose of the prevention and detection of crime will be issued with the authority of Lincolnshire Police.

- 9.7 The Lincoln Scrap Metal Merchants will accept full responsibility for the safe keeping and return of information.
- 9.8 All information must be retained within a confidential folder in an area out of the view of the public. Photographs must only be shown to management and employees who deal directly with the public.
- 9.9 Under no circumstances are photographs to be copied or distributed to others outside of the business.
- 9.10 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 will delete it when no longer required. The force may also want to request a copy of the partners information security policy (where it exists) when sensitive personal data is 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 The Lincoln Scrap Metal Merchants' 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 The 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 Lincoln Scrap Metal merchants 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**NOT PROTECTIVELY MARKED**

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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 E.M.R Ltd _____

Title: _____

Rank / Position: _____

Date: _____

Signed on behalf of City Scrap & Salvage Co. _____

Title: _____

Rank / Position: _____

Date: _____

Signed on behalf of Sims McIntyre Metals _____

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 2Rehabilitation 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.

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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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