

INFORMATION SHARING AGREEMENT

INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Sleaford Business Improvement District

AND

LINCOLNSHIRE POLICE

Version 2.0

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SUMMARY SHEET

Information Sharing Agreement

ISA Ref:	LPO09/W – Sleaford Business Improvement District
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PURPOSE	To create a system for the formal exchange of information and intelligence between the Police and Sleaford Business Improvement District, with the intention to prevent, detect, and/or reduce crime and anti-social behaviour within, and adjacent to properties owned or managed by members of Sleaford Business Improvement District.
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PARTNERS	Lincolnshire Police Sleaford Business Improvement District.
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Date Agreement comes into force:	8 th 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:	Information Management Unit, Force 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
1.0	Authorised	Mr D Massey, ISA Officer

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2.0	Amended Para. 6.1, 8.3, 9.3 and 9.11. 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

- 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.
- 1.2 This agreement outlines the need for the police and businesses to work together to alleviate crime and anti social behaviour within the Sleaford Business Improvement District area, and provides a framework for action.

2. PURPOSE

- 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 members of Sleaford Business Improvement District. It will incorporate measures aimed at:
 - 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 Lincolnshire Police or by members of Sleaford Business Improvement District;
 - Ensuring that the sharing of information meets one or more of the policing purposes.
- 2.2 It also seeks to increase the confidence of residents, while encouraging their support, to enable Lincolnshire Police and Sleaford Business Improvement District, to combat crime and anti-social behaviour.

3. PARTNER(S)

- 3.1 This agreement is between the following partners:

**Sleaford Business Improvement District,
The Advice Centre, Money's Yard, Sleaford, Lincs, NG34 7TW**

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

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4. POWER(S)

4.1 This agreement fulfils the requirements of the following:

- The Protection from Harassment Act 1997;
- 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 crime or anti-social behaviour in the areas of business premises owned or managed by the Sleaford Business Improvement District;
- Redacted details of incidents of relevant crime (e.g. theft, burglary, fraud, vandalism, begging) and anti social behaviour that occur in the Sleaford Business Improvement District area and have an adverse effect on the members of the Sleaford Business Improvement District, providing that the incidents do not relate to a conviction or caution that is considered spent under the Rehabilitation Act 1974, see Appendix 1. The details will include location, date and time, details of individuals involved in such incidents, including name, date of birth, photograph, and means of disposal (i.e. whether arrested and charged/cautioned). This information will be provided upon specific requests only. If necessary, addresses will be given to the manager of the Sleaford Business Improvement District, and should only be distributed to the person responsible for creating the banning order;
- Redacted evidence relating to a conviction for an recordable offence which occurred in the business premises, or in the vicinity of the business premises owned or managed by members of the Sleaford Business Improvement District, providing that the conviction is relevant to the request and the disclosure of information can be justified on the grounds that it falls within a policing purpose;
- Redacted evidence relating to a conditional caution accepted by a resident for

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an recordable criminal offence that occurred in the business premises or in the vicinity of the premises owned or managed by Sleaford Business Improvement District, 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.

- Electronic, and other photographs and CCTV images of individuals who have committed crime and/or anti social behaviour in the business premises, owned or managed, or members, of the Sleaford Business Improvement District, providing that this information does not relate to a conviction or caution that is considered spent under the Rehabilitation of Offenders Act 1974.

6.2 The Sleaford Business Improvement District members, will share:

- Details of incidents of relevant crime (e.g. theft, fraud, vandalism, begging) and anti social behaviour that occur in the Business Improvement District area to the Sleaford Business Improvement District members. The details will include location, date and time, and details of individuals involved. Many of these incidents will not be reported directly to the police. This information will be provided on a regular basis.
- Electronic and other personal information of individuals that have committed crime and/or anti social behaviour within the business premises, owned or managed by members of the Sleaford Business Improvement District.
- Electronic and other photographs and CCTV images of individuals that have committed crime and/or anti social behaviour within the business premises owned or managed by members of the Sleaford Business Improvement District.
- Details of incidents of crime and/or anti social behaviour captured by mobile CCTV units within the Sleaford Business Improvement District area.

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.
- 7.5 Once the information has been disclosed from Lincolnshire Police to the Sleaford Business Improvement District Group, the liability for this information is the sole responsibility of Sleaford Business Improvement District Group.

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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 crime and anti social behaviour. The sharing of information must only take place where it is valid and legally justified.

Police SPoC	Title: North Kesteven Neighbourhood Policing Area Inspector. Contact details: 01529 302420 ext 3820
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Sleaford Business Improvement District SPoC	Title: Sleaford BID Manager Contact details: 01529 308411
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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 by the North Kesteven Neighbourhood Policing Area Inspector***. This arrangement must be replicated within the Sleaford Business Improvement District

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 Meetings held by the Sleaford Business Improvement District whereby personal information about an identifiable individual is being discussed will be fully minuted, and documented, the resultant document should be appropriately GPMS marked.

9.2 Handling Requests for Information - all requests for information must be made in

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writing using Form A - Request for Personal Information.

- 9.3 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.
- 9.4 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 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 Replies to requests must be made within ten working days.
- 9.7 The Police SPoC will submit any information received from the Sleaford Business Improvement District, 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.

Information Requested by the Sleaford Business Improvement District, Prior to Conviction or Caution:

- 9.8 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 the Sleaford Business Improvement District, 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.
- 9.9 Where a criminal prosecution is pending and the Sleaford Business Improvement District 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.

Information Requested by the Sleaford Business Improvement District Post Conviction, or Caution

- 9.10 Where the criminal process is complete, copies of relevant police statements may be released to the Sleaford Business Improvement District. Statements obtained

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from witnesses will also be released provided the appropriate written consent has been given.

- 9.11 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 The Sleaford Business Improvement District 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.
- 11.2 This agreement can be terminated by either party by providing one months notice in writing.

12. INDEMNITY

- 12.1 The Sleaford Business Improvement District, 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.

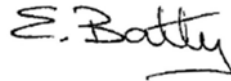
Signed on behalf of Lincolnshire Police _____

Title: _____

Rank / Position: _____

Date: _____

Signed on behalf of the Sleaford
Business Improvement District.



Title: _____

Rank / Position: Sleaford BID Manager

Date: 4th May 2010

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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.

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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