Information Sharing Agreement: Essex Police and members of Thurrock’s Community Safety Partnership

Signed September 2014

Date Agreement came into force: 25/9/14
Date of review: September 2015
Owner of Agreement: TCSP Manager

Partners:

- Essex Police
- Thurrock Council
- Thurrock Youth Offending Service
- Thurrock Drug and Alcohol Team
- Essex Fire and Rescue Service
- Office of the Essex Police and Crime Commissioner
- SW Essex NHS
- Essex Probation Service
- Essex Community Rehabilitation Company

Summary of Purpose:

To create a system for the formal exchange of information and intelligence between Essex Police and Thurrock Community Safety Partnership, with the intention to prevent and or reduce the risk of crime being committed within Thurrock.
1. Introduction

This Information Sharing Agreement (ISA) has been developed between Essex Police of PO Box 2, Chelmsford, Essex, CM2 6DA and Thurrock Community Safety Partnership, Thurrock Council Offices, Civic Offices, New Road, Grays, RM17 6SL and is an agreement between the following statutory partners (hereafter termed ‘partners’):

- Thurrock Council
- Essex Fire and Rescue Service
- SW Essex NHS
- Essex Probation Service
- Essex Community Rehabilitation Company
- And Essex Police,

To identify:
- Why the partners have agreed to share information (the purpose);
- How the sharing can be legally justified;
- Those with managerial oversight of the information sharing;
- Those who will carry out the information sharing;
- The methods to be used for sharing information;
- The scope of the information to be considered for sharing;
- Information sharing decision-making;
- How shared information may be used;
- Explain how miscellaneous matters will be managed.

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.

The exchange of information is to reduce the potential for crime committed

The ISA contains a signatory section through which partners acknowledge and accept the requirements placed upon them and others within their organisations by the ISA.

For the purposes of this ISA the term ‘sharing’ information means providing or disclosing information to another partner by any means. In some instances partners may all share information with one another; in some cases a partner may share info with another partner(s), but not receive shared information from partners.

2. Purpose: Why the partners have agreed to share information

The purpose of this agreement is to enable Thurrock Community Safety Partnership (CSP) and Essex Police to share relevant information. The CSP will use this data to undertake strategic, tactical and other analysis.

The main purpose for which information sharing has been agreed to assist the ‘policing purpose’ - protecting life and property; preserving order; preventing the commission of offences; or bringing offenders to justice. This also includes protecting vulnerable people, or to achieve other legal obligations or duties placed upon Essex Police or its partners.

This requires access to bulk data at micro level. Included are relevant previous convictions/cautions incidents and other offences, in order that the CSP may 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. How the sharing can be legally justified

The legal justification for the sharing of information derived from statutory powers, or is permitted under common law to support the policing purpose. In some cases this may be an implied power. This ISA meets the policing purpose of protecting life and property; preserving order; preventing the commission of offences; bringing offenders to justice; or fulfilling a duty or responsibility arising from common law.

For the purpose of information sharing, this agreement fulfils the requirements of the following:
- Crime and Disorder Act 1998 s115 and Crime and Disorder (prescribed Information) Regulations 2007 s 17,37,39(5)
- Data Protection Act 1998
- Freedom of Information Act 2000
- Criminal Procedures & Investigations Act 1996
- Housing Act 1996
- Rehabilitation of Offenders Act 1974
- Homelessness Act 2002
- Immigration & Asylum Act 1999 S20
- Mental Health Act 1983
- Common Law duty of Confidentiality
- Prosecution of Offenders Act 1985 S(6)(1)
- Children Act 1989 s17,27,47
- Children Act 2004 S10,11
- Equality Act 2010
- Protection of Children Act 1999
- Sexual Offences Act 2003

4. Those with managerial oversight of the information sharing

This section identifies who has managerial oversight or responsibility of the information sharing under this ISA

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  Thurrock District Commander
E-mail: First.Surname@essex.pnn.police.uk

Thurrock CSP SPoC  CSP Chair
E-mail: initialsurname@thurrock.gov.uk

Alternative CSP SPoC  CSP Manager
E-mail: initialsurname@thurrock.gov.uk
Essex 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.

Sharing of information on a day-to-day basis under this ISA will generally be undertaken by other individuals and methods described in Section 5.

5. Those who will carry out the information sharing

This section identifies the individuals or posts within each partner who will carry out the sharing. In some circumstances it will be impractical to list every individual and in those cases a generic term such as ‘Any police officer serving in LPA West’ may be used. It is acknowledged that where the sharing is by means of a Digital Data Feed or ‘Self Service’ to a partner’s information (see section 7) there will be no individual listed for the partner providing the information.

It is impractical to list all officers who will carry out data sharing. The following highlights posts and teams who may share data with other signatories to this document.

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<tr>
<th>Partner</th>
<th>Post</th>
<th>Role</th>
<th>Email</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Essex Police</td>
<td>Any police officer serving in the LPA West</td>
<td><a href="mailto:forename.surname@essex.pnn.police.uk">forename.surname@essex.pnn.police.uk</a></td>
<td>101</td>
<td></td>
</tr>
<tr>
<td>Thurrock Council</td>
<td>LAG Chair East &amp; West</td>
<td><a href="mailto:initialsurname@thurrock.gcsx.gov.uk">initialsurname@thurrock.gcsx.gov.uk</a> x2</td>
<td></td>
<td></td>
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<tr>
<td>Epping Council</td>
<td>LPA Analyst for West</td>
<td><a href="mailto:initialsurname@eppingforestd.c.gcsx.gov.uk">initialsurname@eppingforestd.c.gcsx.gov.uk</a></td>
<td></td>
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<tr>
<td>Thurrock council</td>
<td>Public Protection: including trading standards, licensing, community safety and environmental enforcement and health teams lead or nominated rep</td>
<td><a href="mailto:initialsurname@thurrock.gov.uk">initialsurname@thurrock.gov.uk</a></td>
<td>652417</td>
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<td></td>
<td>Locality managers or nominated rep Housing ASB team Administrator</td>
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<td>Safeguarding team</td>
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<td>652224</td>
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<td></td>
<td>Locality teams, child protection team</td>
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<td>652227</td>
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<td></td>
<td>Programme managers</td>
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<td>413743</td>
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<td></td>
<td>Operational managers</td>
<td></td>
<td>413900</td>
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<tr>
<td>Essex Fire Service</td>
<td>Community safety or rep</td>
<td>Bryan Mansfield or rep</td>
<td>07785 773029</td>
<td></td>
</tr>
<tr>
<td>Essex Probation</td>
<td>CSP leads</td>
<td>Shirley Kennerson or appropriate rep</td>
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6. Specific procedures for sharing information

This section explains the methods by which sharing will take place. There are six main approaches for this, with variations possible for each, and often an ISA will include more than one approach.

The Police data will only be made available to the signed CSP. The following secure data transfer methods will apply.

Data may be extracted from the Police systems and supplied, in the form of Monthly Performance Statistics, Divisional Tactical Assessment, Problem Profile, Subject Profile, Strategic Assessment, or other Intelligence/Analytical Document, in full to the nominated Heads of Departments / Authorities within signed up members of Thurrock CSP.

A full version maybe made available for other members of their respective teams through their own Heads of Departments / Authorities.

No Police data, sanitised or otherwise, will be supplied to non-signed up partners attending CSP meetings unless they have the express consent of both parties and have first signed a Confidentiality Agreement. In addition, no police data, sanitised or otherwise, is to be removed from that forum by any non-signed up member of the CSP.

Data will be sent via secure e-mail to Thurrock CSP.

Data will be securely stored in a password protected folder with limited access and will be destroyed within one year of receipt of the data

This agreement covers those methods highlighted below:

- **Request and Response** – one partner approaches another to request information it believes the other partner holds. This could be via telephone, email, fax, letter or by use of a form. The recipient partner would then respond to the requesting partner by the agreed means. Any information responses must be sent securely by GCSX or leapfile and must comply with relevant Police or Local Authority protective marking and security policies.

Each agency is responsible for all aspects of records management and information security (acting as Data Controllers in their own right). Each agency is responsible for meeting their obligations under the Data Protection Act (1998) and in particular complying with the eight principles under Schedule 1 of the Act.
At a Meeting – a formal meeting (with terms of reference, agenda etc.) is held to which partners are invited. The partners attend with their information likely to be of interest to partners. At the start of the meeting a confidentially statement is accepted. During the course of the meeting partners disclose relevant information to one another.

ASB case review; information request form – The SPOC for the ASB case review will request all information held by a partner with regards to a review that has been triggered

Central Co-ordinator – the LAG Chairman will take up the role as central coordinator to whom information is disclosed. The central co-ordinator then uses their judgement to share information to partners where appropriate to do so. The central co-ordinator could also enquire with partners whether they had specific information relevant to a particular issue that they were prepared to share. The CSP manager will act as deputy in the chairs absence.

Digital Data Feed – one partner(s) will automatically provide another partner(s) with information digitally via an IT infrastructure, usually on a regular, repeated basis.

7. The scope of information to be considered for sharing

This section identifies the information within the possession each partner that, subject to other considerations, could be shared in specific circumstances. This should not be seen as ‘a promise’ to share information, but as a means of defining what information will be considered for sharing – the process for that is covered in Section 8.

Essex Police will share information, via such means as the Monthly Performance Statistics, Divisional Tactical Assessment, Problem Profile, Subject Profile, Strategic Assessment, or other Intelligence/Analytical Document which may include:

- Name of individual of interest
- Address of individual of interest
- Date of Birth of individual of interest
- Photographs for identification purposes relevant to active investigations

Information could cover, but not limited to, all types of Anti-Social Behaviour (ASB) or incidents, transport incidents, public safety/welfare incidents, burglary, criminal damage, drug offences, alcohol related offences/incidents, fraud & forgery, robbery, sexual offences, theft & handling of stolen goods, violence against the person, domestic abuse/violence offences/incidents, race hate offences/incidents, incidents/offences relating to any offender on the Integrated Offender management cohort and information in relation to the CONTEST government agenda.
Incident / Offence data could cover, but not limited to, such details as:

- Time of incident / offence
- Date of incident / offence
- Type of incident / offence (type when opened and type when closed)
- Text describing details of the incident / offence
- Information regarding whether the incident / offence is, for example alcohol or youth related
- Offence type and reference number
- Text relating to details of the offence
- Information relating to property (including where stolen, recovered, damaged or used, description including VRM, make and colour and value if stolen)
- Information relating to the offender (including date of birth, ethnicity, gender and address)
- Information relating to the victim (including date of birth, ethnicity, gender and address)
- Description of any aggravating factors (such as alcohol, drugs or domestic)
- Information relating to weapons (including description of weapon description and details of weapon use)
- Information relating to the MO (including full description and text)

When sharing information the 8 data protection principles should be adhered to:

1. Fairly and lawfully processed
2. Processed for specific purposes
3. Adequate, relevant and not excessive
4. Accurate and kept up to date
5. Kept for no longer than is necessary
6. Processed in accordance with an individual’s rights
7. Kept secure
8. Transferred to countries outside the European Economic Area only if there is adequate protection in place for an individual’s rights and freedoms.

8. Information sharing decision-making

As an overarching principle Essex Police will share information under section 7 where necessary as described in section 2 except where such disclosure would prejudice ongoing or potential investigations or prosecutions by Essex Police or other parties, or where the sharing would contradict any legal obligation upon Essex Police that precluded sharing.

The assessment of information to be disclosed by the intelligence unit will, in the first instance, be made by the Analyst or Intelligence Support Officer and dissemination will be only be authorised by the Analyst Team Leader or Intelligence Coordinator. Sensitive intelligence will not be shared.

9. How shared information may be used

Any information shared under the processes described in this ISA will only be used or handled in accordance with the terms set out in this ISA.
Partners acknowledge and accept that any individual accessing or using shared information other than in accordance with this ISA is likely to commit a criminal offence under Section 55 of the Data Protection Act 1998 and/or be in breach of confidentiality.

Partners agree that any information shared will be proportionate and necessary for the purpose for which it is being shared.

Partners signing up to this protocol must ensure that they have measures in place to ensure secure storage and disposal of records, including; applying technical (IT) measures such as encryption, password control; applying physical security measures such as access controls to rooms during meetings, lockable cabinets for storage, and destruction of previous minutes and applying procedural measures such as ‘clear desk policies’, and confidential disposal of information in order to protect any information provided to them under this ISA.

Partners agree to only retain information obtained from any partner under this ISA for as long as is necessary for the purposes described by this ISA.

Partners agree that staff engaged in the information sharing undergo suitable vetting by Essex Police.

10. How will miscellaneous matters be managed?

Partners:

Agree that this ISA will come into effect upon the signing of the ISA by the partners.

Agree that they may withdraw from the ISA upon giving written notice to the other signatories. A partner who withdraws must continue to comply with the terms of this ISA in respect of any information that the partner has obtained through being a signatory. Information which is no longer relevant should be returned or destroyed in an appropriate manner.

Agree to review the ISA twelve months after its implementation. The review will be initiated by the CSP manager and will ensure the contact details are up-to date, consider whether the ISA is still useful and fit for purpose, identify any emerging issues, and recommend to the strategic board to determine whether the ISA should be extended for a further period (up to one year) or whether to terminate it. The decision to extend or terminate the ISA, and the reasons, will be recorded.

Agree that should they receive any request for information, such as a Freedom of Information request, Data Protection Subject Access request, or other under rule of law that encompasses information provided by a partner they will advise the providing partner as soon as possible, and in any case prior to the disclosure of the information, in order that the potential implications of responding to the request can be fully assessed and any necessary remedial actions initiated.

Agree that should they receive any complaint concerning information provided by a partner they will advise the providing partner as soon as possible, and in any case prior to responding to the complaint.
Agree to provide all staff involved with information sharing under this ISA with sufficient training and guidance to enable them to comply with this ISA.

Indemnify Essex Police (to include the Chief Constable his officers and staff and the Police Authority) against any costs, damages and expenses it incurs in connection with and arising from legal claims (of whatever nature) against Essex Police arising from this ISA, to include, but not limited to, claims arising from an alleged breach of this ISA, misuse of the information or wrongful disclosure by the Partner and breach of confidentiality, save where the claim arises directly and solely because of the negligence of Essex Police.

Partners may agree that this ISA may be made available to the public in its entirety.

11. Signatories of this agreement

By signing this ISA, all signatories acknowledge and accept the requirements placed upon them and others within their organisations by the ISA. **Signatories should be those of sufficient rank/responsibility within each partner who are able to sanction the sharing. Those identified in Section 4 as the leads with managerial responsibility are the 'lowest' acceptable signatories. Additional signatories may be added as necessary. For Essex Police an additional signatory will be Essex Police’s Head of Information Management.**

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<tr>
<th>Signed on behalf of</th>
<th>By</th>
<th>Signatory’s title, name and position</th>
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<tr>
<td>Thurrock Community safety partnership</td>
<td></td>
<td>Lucy Magill, chair</td>
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<td>Essex Police</td>
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<td>Essex Police</td>
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<td>Head of information management</td>
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<td>Thurrock Council</td>
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<td>Lee Henley, head of management information</td>
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<td>Thurrock Youth Offending Service</td>
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<td>Essex Probation</td>
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<td>Essex CRC</td>
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<td>Thurrock DAAT - CRI</td>
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