

INFORMATION SHARING AGREEMENT



INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Hampshire Constabulary (The Data Controller)

AND

AA Developments Ltd (The Data Processor)
Version 1.0

Date Agreement comes into force:	16 th January 2019
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1. INTRODUCTION

- i. The Police are committed to tackling Crime and Disorder across Hampshire and work, on a regular basis, with AA Developments Ltd and its sub-contractor garages in order to provide a framework for action in relation to vehicle recovery.
- ii. This agreement should also be used to further clarify any current arrangements.
- iii. The disclosures stemming from this Agreement will comply with The General Data Protection Regulations (GDPR) (2016/679), the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement.

2. PURPOSE

- i. This agreement sets out the framework for the sharing of personal data between the parties, with AA Developments Ltd acting as a managing agent and the recovery garages operating as sub-contractors to AA Developments Ltd. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- ii. The purpose of the disclosure of personal data is to facilitate a Vehicle Recovery scheme. It will incorporate measures aimed at:
 - Facilitating the collection and exchange of relevant information
 - Notifying Registered Keepers of the location of their recovered vehicle
 - The service of statutory notices
 - Pursuing lawful charges on behalf of the Chief Constable.
- iii. This agreement is in place to inform the reasons and methods of sharing, sharing for other purposes and other information is not covered by this agreement.
- iv. Data can only be used for the purpose shared and cannot be shared to third parties without written permission. Information that may prejudice an ongoing investigation will not be shared unless there is an overriding safety requirement.

3. STATUTORY POWERS TO PROCESS PERSONAL DATA

The principle legislative instruments that provide powers to lawfully share information under this agreement are:

- i. **The Data Protection Act 2018 and the General Data Protection Regulations 2018:** Hampshire Constabulary (HC) processes personal information in accordance with this legislation, which exists to ensure the fair and lawful use of personal data and to protect the rights of the data subject. The legislation provides exemptions to some of its provisions if complying with them will prejudice the protection/detection of crime and the apprehension and prosecution of offenders. This legislation also requires HC to comply with the following principles when processing personal data:
 - Fairly and lawfully processed;

- Being processed for specified and lawful purposes and not in any manner incompatible with those purposes;
 - Adequate, relevant and not excessive;
 - Accurate and where necessary, up to date;
 - Not kept for longer than is necessary;
 - Being processed in accordance with individuals rights;
 - Secure;
 - Not to be transferred to countries outside the EU.
- ii. **The Human Rights Act 1998:** Hampshire Constabulary as a public authority is duty bound to act in compliance with the Act. Article 8 states that everyone has a right to respect for his private and family life, home and correspondence by a public authority. Interference of this right by HC is not in contravention of the Act if it is in accordance with the law and is necessary, justified and proportionate in a democratic society in the interests of:
- Public Safety;
 - National Security;
 - Prevention of crime and disorder;
 - Protecting the rights and freedoms of others.
- iii. **Code of Practice on the Management of Police Information (MoPI) 2005:**
4.8. Sharing of police information outside the UK police service:
- “Chief Officers may arrange for other persons or bodies within the UK or overseas to receive police information where the chief officer is satisfied that it is reasonable and lawful to do so for the purposes set out at Section 2.2.2. In deciding what is reasonable, chief officers must have regard to any guidance issued under this Code.”*
- For the purposes of this Code, police purposes are:
- Protecting life and property,
 - Preserving order,
 - Preventing the commission of offences,
 - Bringing offenders to justice, and
 - Any duty or responsibility of the police arising from common or statute law.
- iv. There are other pieces of legislation that place powers or duties to share information on public authorities – this list is not meant to be exhaustive. All information sharing must be conducted in accordance with one or more of the legal powers / duties.
- v. Each party shall ensure that it processes the Shared Personal Data fairly and lawfully and ensure that it processes the Shared Personal Data on a lawful basis.
- vi. **Sharing personal data for under the General Data Protection Regulation (under Part 2 of the Data Protection Act 2018):**

Where the sharing of personal data is between the police and other Non-Competent Authorities; or the sharing is for a non-law enforcement purpose, the following lawful bases apply for the processing of personal data:

The General Data Protection Regulations 2018, Article 6 (1) (e), which states:

“Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller”

The disclosure of personal information is legally justifiable if it falls within one of the defined categories of public interest:

The Public Interest Criteria include:

1. The administration of justice
2. Maintaining public safety;
3. The apprehension of offenders;
4. The prevention of crime and disorder
5. The detection of crime;
6. The protection of vulnerable members of the community.

When judging the public interest, it is necessary to consider the following:

1. Is the intended disclosure proportionate to the intended aim?
2. What is the vulnerability of those who are at risk?
3. What is the impact of disclosure likely to be on the individual?
4. Is there another equally effective means of achieving the same aim?
5. Is the disclosure necessary to prevent or detect crime and uphold the rights and freedoms of the public?
6. Is it necessary to disclose the information to protect other vulnerable people?

4. PROCESS

- i. 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.
- ii. Hampshire Constabulary will provide AA Developments Ltd with details of the registered keeper of the vehicle that they have been requested to recover via ELVIS (Easy-Link Vehicle Information System).
- iii. A maximum of three nominated ELVIS operators will be authorised at each site used by the Data Processor.
- iv. The Data Processor will provide to the Data Controller a single static IP address for the internet connection at their premises and each premises of their sub-contractors. Access to ELVIS will not be granted to any web request that does not originate from this static IP address.
- v. Before any access to ELVIS will be granted, all nominated persons will be vetted to Non Police Personnel Vetting level 1 by the Data Controller.
- vi. All access rights to ELVIS will be provided by the Data Controller. These details are personal and unique and must not be divulged to any other person.
- vii. Any access, or attempted access, to ELVIS, by using the personal login details of another person will be treated as a serious breach of both this agreement and the call-off contract.
- viii. Any breaches of this agreement may result in the immediate suspension of all persons involved from the call-off contract. Criminal prosecution may also ensue. The Data Processor may be

suspended from the recovery Agreement or the Agreement immediately terminated without further notice.

4.1 THE AGREEMENT

- i. This Information Sharing Agreement (ISA) applies to any personal or confidential information, irrespective of the medium in which it is held e.g. paper based, electronic, images or disc. Legal advice on this agreement should be sought in any case of doubt. It should be applied while following established and agreed processes within the signatory organisations.
- ii. By signing up to this agreement, signatories are committed to a positive approach to information sharing, and agree to meet the outlined commitments and processes.
- iii. AA Developments Ltd will be responsible for the appointment, deployment and quality assurance of sub-contractors.
- iv. The sub-contractors will retrieve and then store vehicles on behalf of Hampshire Constabulary and will act as agents when sending out official notices.
- v. Special Category data will not be shared under this agreement.
- vi. It is the responsibility of each signatory and each sub-contractor to ensure that:
 - Information shared is in accordance with the law.
 - Appropriate staff training and awareness sessions are provided in relation to this agreement, and that their organisation abides by the Golden Rules for information sharing (see **Appendix A**).
 - Information is shared responsibly and in accordance with professional and ethical standards
 - Any restrictions on the sharing of the information contained in the disclosure, in addition to those contained within this agreement, should be clearly noted. Information exchanges and refusals are recorded in such a way as to provide an auditable record.
 - Each partner must appoint a Single Point of Contact (SPoC). The sharing of information must only take place where it is proportionate, necessary and legally justified.
 - This agreement does not give agencies an automatic right to receive or provide information. It is a process for information sharing in cases in where it is suitable to do so.
 - The Police may request a copy of the partner's information security policy (where it exists) when sensitive personal data is to be shared.
 - This agreement may be published on the Hampshire Constabulary external websites for the purposes of openness regarding information sharing within the Police.
- vii. Ownership of the data will remain with the Data Controller at all times.

4.2 HOW / WHAT INFORMATION WILL BE SHARED

- i. The Police will share the following information directly through ELVIS:
 - Registration numbers
 - DVLA keeper and owners' details
 - Insurance details
 - Finance company details
 - Personal details of officers (names and numbers)
 - Personal details of claimants and third party claimants (names, email addresses, addresses and driving licence numbers)
 - Personal details of vetted employees (names, addresses and driving licence numbers)
- ii. The Personal data of vetted employees will only be made available to AA Developments Ltd. and police users and will not be shared with sub-contractor garages.
- iii. Further personal data will be restricted and will not be visible to non-police users of ELVIS.
- iv. All data will be shared with AA Developments Ltd and its subcontractor garages directly through ELVIS following a validation check on the Vehicle Identification Number (VIN).

4.3 CONSTRAINTS ON THE USE OF INFORMATION

- i. Any data will only be used for the specific purpose for which it is shared, and recipients will not release information to any third party (other than subcontracted garages where necessary pursuant to the provision of services) without obtaining the express written authority of the disclosing partner, including requests from the public, disclosure within judicial proceedings and safeguarding forums.
- ii. All information that is disclosed under this agreement remains the property of the original data owner.
- iii. The Data Controller will not share information where disclosure would prejudice ongoing criminal proceedings unless there is an overriding safety requirement to do so.
- iv. Other than the transfer of information to subcontracted garages where necessary pursuant to the provision of services, the Data Processor is prohibited from copying, transferring or duplicating any information without written authority from the Chief Constable.
- v. The Data Processor will delete the information held by them after six years following completion of disposal, unless otherwise instructed by Hampshire Constabulary.
- vi. The Data Processor will ensure safe custody of the information at all times whilst in their possession or control.
- vii. This Agreement does not constitute an overarching permission for the broad, comprehensive or unchallenged sharing of Personal Data. It provides a framework for the sharing of information which aligns with the objectives set out below.

4.4 RESTRICTIONS ON INFORMATION SUPPLIED

- i. Personal data will only be used for the specific purpose for which it was obtained.
- ii. The recipient of the information is required to store records securely utilising current processes and should retain them only as long as necessary. The personal data will be provided during the period in which the recovered vehicle is in possession of the Police and Vehicle Operator. The data will then be held for verification of financial requirements of the Constabulary relating to invoicing and income receipts, and held thereafter for six complete years. Files containing information from partner sources will be reviewed and deleted in line with Force policy.
- iii. It will be the responsibility of the Data Controller to ensure this deletion has been carried out in ELVIS. Any other records will be deleted by the Data Processor or its sub-contractor.

4.5 REVIEW OF THE INFORMATION SHARING AGREEMENT

- i. This ISA will be reviewed, as a minimum, 6 months after its implementation and every year thereafter. The ISA should always be reviewed if listed signatory organisations change. Any changes will be signed and verified by the Joint Information Management Unit.

5. BREACHES

- i. Any breaches of security, confidentiality or other violations of shared data must be reported to the owning agency without undue delay following becoming aware
- ii. Any breach of information by a signatory partner is their responsibility. Each agency is accountable for any misuse of information supplied and the consequences of such misuse. Any disclosure of information by an employee made in bad faith, or for motives of personal gain, will be the subject of an internal inquiry and be treated as a serious matter.
- iii. The parties shall provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach. In the event of a dispute or claim brought by a data subject, or the Data Protection Authority, concerning the processing of Shared Personal Data against either or both parties; the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

6. SIGNATURES

- i. All agencies that are part of the information sharing process will be, upon signing this agreement, bound to comply with its terms.
- ii. The Data Processor will ensure that those working on their behalf will abide by the terms of this agreement.
- iii. Breaches of this agreement will lead to a review and possible termination of this agreement (including the destruction of all previously shared information).
- iv. The Police Information Management and Information Security Teams will be granted reasonable access upon reasonable written notice to undertake an audit to ensure compliance with this agreement provided such audit shall not take place more than once in any period of 12 consecutive months. The signatory can exercise its right under this agreement to audit compliance in relation to its own information shared with the Police.
- v. Any signatory to this agreement may withdraw on giving written notice to the other signatories. The withdrawing signatory will be bound to comply with those relevant terms of this agreement, which remain effective following withdrawal.
- vi. Where the Chief Executive or Director leaves the organisation, it is not a requirement to re-sign the ISA. If a signatory changes, contact details of the new SPoC must be circulated in writing to all parties.

APPENDIX A: GOLDEN RULES FOR INFORMATION SHARING

- Confirm the identity of the person you are sharing with
- Obtain consent to share if safe, appropriate and feasible to do so
- Confirm the reason the information is required
- Be fully satisfied that it is necessary to share
- Check with a manager/specialist or seek legal advice if you are unsure
- Do not share more information than is necessary
- Inform the recipient if any of the information is potentially inaccurate or unreliable
- Ensure that the information is shared safely and securely
- Be clear with the recipient how the information will be used
- Record what information is shared, when, with whom, and why; and if you decide not share record your reason.