

# INFORMATION SHARING AGREEMENT



## INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Hampshire Constabulary

AND

National Business Crime Solution  
Version 4.5

Date Agreement comes into force:	01 <sup>st</sup> February 2019
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## 1. INTRODUCTION

- i. Hampshire Constabulary are committed to tackling Crime and Disorder and safeguarding citizens across Hampshire and work, on a regular basis, with National Business Crime Solution (NBCS) in order to make Hampshire safer.
- ii. This agreement will provide a mechanism for Hampshire Constabulary (HC) and National Business Crime Solution (NBCS) to exchange certain personal and criminal conviction and offence data, as well as detailed crime statistics in respect of persons convicted or suspected of involvement in business related crime.
- iii. This agreement should also be used to further clarify any current arrangements.
- iv. National Business Crime Solution (NBCS)

The NBCS is a not for profit public-private partnership for intelligence collaboration supported by both the business and the law enforcement community to help tackle the growing threat of business crime whilst minimising the demand on policing.

It is working closely with the National Business Crime Centre and with the nominated Police Business Crime Single Points of Contact across the 43 police force areas. The NBCS also continues to forge relationships with a range of other law enforcement partners such as Immigration, the National Crime Agency (NCA), the National Fraud Intelligence Bureau (NFIB) and Roads Policing.

The NBCS brings together a number of businesses that in isolation are having a minimal effect on crime reduction, but in collaboration are capable of pooling sufficient resource and information to have a significant effect on crime reduction within their member's geographical locations.

As a trusted Policing partner membership organisation group, they are willing to coordinate with police and local authorities in order to address cross-company and cross-border offending, supporting crime management at a local, regional and national level that will benefit businesses and local communities.

- v. The disclosures originating 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. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- ii. 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.
- iii. The purpose of this agreement is to facilitate the adequate transfer of information to National Business Crime Solution, who will in turn make this information available to member businesses through their secure intranet database. Members will also be able to upload their own data, such

as CCTV footage, which can be shared with other users of the database. This will enable member premises to take action against crime and anti-social behaviour which may impact their businesses. 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
  - Supporting the private banning of individuals to prevent known trouble makers from committing repeated offences
  - Providing anonymous statistical and crime trend data to ensure businesses are prepared against potential criminal activity.
- vi. 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 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 Hampshire Constabulary 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.
- ii. **The Crime and Disorder Act 1998:** Under this Act Hampshire Constabulary, as a responsible authority, must create a strategy for the reduction of crime and disorder in their area. This agreement forms part of that strategy.
- 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 under the General Data Protection Regulation (under Part 2 of the Data Protection Act 2018):**  
Where the sharing of personal data is between the Hampshire Constabulary 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:

Personal Data:

- 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 parties

Special categories of personal data and for non-Competent Authorities to process criminal data:

- Preventing/detecting unlawful acts.

#### 4. PROCESS

- i. Any information shared through this agreement will be posted by a National Business Crime Solution (NBCS) administrator or their authorised representative to the APIS/Pro Audit site. This is a secure database, through which member businesses can access the uploaded data.
- ii. Member businesses will report information about incidents of crime and anti-social behaviour which impact their premises, staff or customers to National Business Crime Solution. This data will be stored securely on the encrypted database which members can access using private codes and passwords.
- iii. National Business Crime Solution will decide if the quality of the data submitted by members is compliant with the member's codes of practice. This information may be disseminated to other member premises by means of alerts or bulletins displayed on the system.
- iv. The site is split into separate secure company areas. National Business Crime Solution (NBCS) members will only be able to see sections of the intranet site which are relevant to their businesses, but can also see holistic anonymous crime mapping for all members based on the information provided. Therefore, personal data will only be disclosed by NBCS where there is a justification to do so.
- v. Access to the secure intranet will be for members only and will be available on an invitation only basis. Hampshire Constabulary will also have access to the NBCS system.
- vi. National Business Crime Solution staff will use the information collated to contact relevant member businesses and police forces regarding identified cross-company or border investigations.
- vii. The data will be used by members to familiarise themselves and their security staff, and others likely to fulfil such a role, of the appearance of likely offenders, banned persons and suspects at large. This will also assist in determining any current business risks linked to crime trends.

- viii. Further, the data will be used by NBCS members and the Police to identify prolific offenders with a view to supporting proactivity against such subjects, such as the issuing of banning orders. In such instances the rights of the data subjects must always be considered and the sharing or banning activity must always be proportionate to the desired aim of crime prevention.
- ix. The decision to ban an offender or suspected offender will lie with the individual business. Hampshire Constabulary will not provide any support with regards to making banning decisions, but may provide the required information to help enforce banning notices.

#### 4.1 THE AGREEMENT

- i. This 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. The information will only be available to members who have signed member agreements.
- iv. The information which is collected is to be used by business premises that are members of National Business Crime Solution (NBCS) only and is not to be removed from those premises.
- v. Member businesses must not make secondary copies or hardcopies of data provided by Hampshire Constabulary, whether in relation to custody photographs or other personal information
- vi. National Business Crime Solution colleagues are Non-Police Personnel Vetting (NPPV) Level 3 vetted to support and share intelligence with law enforcement agencies.
- vii. Members who use the NBCS app will receive training by National Business Crime Solution or its agents.
- viii. It is the responsibility of each signatory 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.
  - Requests and replies may be communicated via e-mail should the recipient subscribe to an encrypted email server (pnn, cjsm and nhs.net).

- 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.
- Hampshire Constabulary 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 Constabulary.

#### **4.2 HOW / WHAT INFORMATION WILL BE SHARED**

- Where a relevant policing incident is recorded the following information can be shared:
  - A Police custody photograph (if available)
  - The subject's name
  - The subject's date of birth or age
  - Residential address (for the issuing of banning notices only).
- Where information or a photo about a person under 18 is being considered the threshold for satisfying the above criteria will be much higher and it is anticipated that sharing will only occur in exceptional circumstances. For example: A prolific offender having a significant negative impact; high likelihood of re-offending; sharing is most likely to prevent re-offending; and the disclosure is in the significant public interest.
- Relevant information related to crime and crime prevention, held by National Business Crime Solution, will be shared with Hampshire Constabulary if there is a belief that the information is not already in possession and is in the interests of public safety or social and economic wellbeing.
- Hampshire Constabulary will share data by secure email.
- Where personal data is shared by Hampshire Constabulary a record shall be made of the information which is disclosed and the reason for its release.
- Information will be shared by NBCS to its members through the secure intranet and information sharing website which allows businesses to report incidents and share relevant intelligence, CCTV images, crime statistics, photographs and personal details of convicted persons and persons with Anti-Social Behaviour Orders (ASBOs) and persons subject to orders or restrictions imposed under relevant Anti-Social Behaviour legislation.

#### **4.3 CONSTRAINTS ON THE USE OF INFORMATION**

- Data will only be used for the specific purpose for which it is shared, and recipients will not release information to any third party, excluding member businesses, without obtaining the express written authority of the disclosing partner, including requests from the public, disclosure within judicial proceedings and safeguarding forums.
- All information that is disclosed under this agreement remains the property of the original data owner.
- If it is found that data is disclosed without reasonable justification then this agreement can be reviewed or terminated at any time.

- iv. Information will not be shared where disclosure would prejudice ongoing criminal proceedings unless there is an overriding safety requirement to do so.
- v. This Agreement does not constitute an overarching permission for the broad, comprehensive or unchallenged sharing of Personal Data.

#### **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 will retain them only for as long as is necessary. Where one offence has been identified, but no secondary offences have been committed, data should be deleted after twelve months. Where further relevant offences have been identified, this data can be retained for twenty-five months and should be deleted if no further offences occur after this.
- iii. The data will be deleted automatically in line with the retention periods noted in 4.4 ii above.
- iv. Files containing information from partner sources will be reviewed and deleted in line with Force policy.

#### **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 as soon as possible and in any case within 24 hours.
- 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. Breaches of this agreement will lead to a review and possible termination of this agreement (including the destruction of all previously shared information).
- iii. Hampshire Constabulary Information Management and Information Security Teams will be granted reasonable access to undertake an audit to ensure compliance with this agreement. The signatory can exercise its right under this agreement to audit compliance in relation to its own information shared with the Constabulary.
- iv. 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.
- v. 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.