

INFORMATION SHARING AGREEMENT



INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Hampshire Constabulary

AND

**Promat ID Limited
Version 1.0**

| | |
|-----------------------------------------|------------|
| Date Agreement comes into force: | 04/04/2019 |
|-----------------------------------------|------------|

CONTENTS

1. INTRODUCTION 2

2. PURPOSE 2

3. STATUTORY POWERS TO PROCESS PERSONAL DATA..... 2

4. PROCESS..... 3

4.1 THE AGREEMENT..... 4

4.2 HOW / WHAT INFORMATION WILL BE SHARED..... 5

4.3 CONSTRAINTS ON THE USE OF INFORMATION 5

4.4 RESTRICTIONS ON INFORMATION SUPPLIED 6

4.5 REVIEW OF THE INFORMATION SHARING AGREEMENT 6

5. BREACHES 6

SIGNATURES 7

1. INTRODUCTION

- i. Hampshire Constabulary are committed to tackling crime and disorder and safeguarding citizens across Hampshire and work, on a regular basis, with Promat ID Ltd in order to make Hampshire Constabulary safer.
- ii. This agreement is designed to oversee the disclosure of Promat video captures and to contribute towards a distractor image database which will be used in identification parades.
- iii. This agreement should also be used to further clarify any current arrangements.
- iv. 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 oversee the provision of facial images of suspects to Promat ID Ltd, who will host an image database to assist with visual identification procedures, such as identification parades, as required by Code D of the Police and Criminal Evidence Act 1984. It will incorporate measures aimed at:
 - Facilitating the collection and exchange of relevant information.
- 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 Human Rights Act 1998:** Hampshire Constabulary (HC) 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.

- ii. **The Police and Criminal Evidence Act 1984:** Hampshire Constabulary comply with the Code D of the Police and Criminal Evidence Act 1984 by providing and using Promat videos for identification purposes. The identification parades where the images will be used are designed to:
- Test the abilities of eye-witnesses to identify a suspect as the person they saw on a previous occasion;
 - Provide safeguards against mistaken identification.

- 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 basis applies for the processing of personal and special categories of personal data:
- The Data Subject has freely, explicitly and unambiguously given his or her consent.

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. When the Promat system was first introduced, approximately 20,000 images were obtained by police forces across this country. This was on a voluntary basis with written consent and was necessary to build the initial database of images. Further ‘live’ images have been collected and provided by Constabularies since this point to assist in creating a varied and wide ranging database for identification procedures.

- iii. An additional element will allow the Processor to continue the processing and simultaneously improve and develop the distractor image database. The images currently in operation are submitted to Promat ID Ltd. in high definition (HD) and are downgraded to standard definition. The images will continue to be sent in the same manner and downgraded so that they are compatible with the current database. However, at the same time, a separate, encrypted portable USB drive will be used by Hampshire Constabulary to store a duplicate copy of the HD image. This will be sent to Promat ID Ltd. who will use this in an offline test environment to develop the HD distractor image database. The long term aim of this is to provide this solution to subscribing forces so that the images no longer need to be downgraded and can maintain a high definition.

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. Once the data is received by Promat ID Ltd. it will be virus checked before being uploaded onto a dedicated Promat database processing workstation. This workstation is offline and is housed in a locked room which can only be accessed by authorised employees.
- iv. Where consent is requested, the subject will be made aware of how their data will be used, including that their data will be made accessible to police forces outside of the UK.
- v. Should an individual request to have their image deleted, it would be for the individual force to determine whether or not the request should be actioned.
- vi. If it is decided that the image should be deleted, the force will immediately delete the record and a request should be made to Promat ID who will delete the image from the central database and request that all other participating forces do likewise.
- vii. If a record that is to be deleted has been used in any identification procedures that are required for evidential purposes then the record is marked as deleted which ensures that it is no longer visible/available for use in future identification procedures but it is retained for evidential purposes.
- 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, such as 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 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

- i. The Constabulary will share the following information relating to suspects:
 - Video files
 - Still image thumbnails
 - Date of birth
 - Basic descriptive metadata
- ii. The development of this database is an ongoing process. Hampshire Constabulary will compile images from identification parades in support of this which will be transmitted to Promat ID. In accordance with Code D of the Police and Criminal Evidence Act 1984, each suspect will be served with a 'notice to suspect form' which they will be invited to explicitly consent to sign. This form will outline the nature of the processing and will inform the suspect that their suspect image would be used in the future for the investigation of criminal offences and for the detection and prevention of crime.
- iii. Once consent has been obtained, the suspect video record and image will be added to the distracter image database of Hampshire Constabulary. Periodically, every 12-24 months, Promat ID Ltd. will request that the data is exported from the local Promat database.
- iv. The data will initially be exported onto the local internal force server. This will then be copied onto a portable removable device, such as a CD ROM or USB and will be delivered either via recorded delivery or in person at a six monthly National Promat User Group meeting.
- v. The data will be encrypted to a government approved FIPS standard AES256 encryption.
- vi. Once the data has been verified the record will be added to the national database. This will be exported again and will be transported via physical portable media for forces to import back into their systems.

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 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. Information will not be shared where disclosure would prejudice ongoing criminal proceedings unless there is an overriding safety requirement to do so.
- iv. This Agreement does not constitute an overarching permission for the broad, comprehensive or unchallenged sharing of Personal Data.
- v. The data will be made available to accredited Promat ID staff members who will access the data on an offline workstation, housed in a locked room.
- vi. Hampshire Constabulary, and other subscribing forces throughout the United Kingdom and overseas, will have access to the data on their own distinct, self-contained image database which will be held on internal servers. Therefore this specific database will not be accessible by anyone outside of the Constabulary.

4.4 RESTRICTIONS ON INFORMATION SUPPLIED

- i. Personal data will only be used for the specific purpose for which it was obtained.
- ii. No Force shall transfer or exchange any other customer's images to any other Police Force who is not signed up party to this contract, without the written consent of the originating Force.
- iii. There is no set retention schedule as the purpose of the processing is to build a database of videos for identification parades. To regularly and routinely delete this information would be to the detriment of the project.
- iv. The data shall be retained in accordance with the consent of the individual. Therefore, if an individual withdraws consent and requests deletion, and there is no other reason to retain the data, then this should be deleted locally and a request should also be sent to Promat ID Ltd. so the image and corresponding data can be deleted from the central database and the other partner forces.

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.