

INFORMATION SHARING AGREEMENT



INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Hampshire Constabulary

AND

Southampton Football Club

Version 1.0

Date Agreement comes into force:

26/07/2018

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1. INTRODUCTION

- i. The Police are committed to tackling Crime and Disorder and safeguarding citizens across Southampton and work, on a regular basis, with members of Southampton Football Club in order to make Hampshire Constabulary safer and provide a framework for action.
- ii. It has been recognised that police action alone against those persons convicted of football related offences is less effective as a deterrent. This agreement outlines how Hampshire Police and Southampton Football Club will work together to minimise opportunities for the type of behaviour detailed above and provides a framework for joint action.
- iii. The purpose of this agreement is to create a system for the formal exchange of information and intelligence, concerning football fans, other disorder issues and crowd management to enable action to be taken against crime and anti-social behaviour within the local authority area.
- iv. To use that information in an effort to ensure that anyone who is the subject of a
 - Football Banning Order (issued through the courts)
 - Club Banning Order, does not attend football matches at the grounds of any of the clubs who are party to this agreement.
 - Exclusion Order
 - Domestic Banning Order
 does not attend a match relating to that banning/exclusion order.
- v. To deter anyone from behaving in a manner likely to jeopardise the safety of others or bring discredit upon Southampton Football Club.
- vi. 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.
- vii. This agreement should also be used to further clarify any current arrangements.
- viii. 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 (ICO). 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 as data controllers. 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. 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

- i. The principle legislative instruments that provide powers to lawfully share information under this agreement are:
 - Law Enforcement purposes (prevention / investigation / detection / prosecution of criminal offences, execution of criminal penalties, safeguarding against and preventing threats to public security)
 - Football Spectators Act 1989 as amended by the Football (Disorder) Act 2000
- ii. 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.
- iii. Each party shall ensure that it processes the Shared Personal Data fairly and lawfully and ensure that it processes the Shared Personal Data on the basis of a lawful basis.

4. PROCESS

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.

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. 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, gsi, cjsm, nhs.net and gcsx).
 - All requests for police data should be made in writing by completing the attached request form, which should then be sent by secure email to football.unit@hampshire.pnn.police.uk where an

assessment will be made on the legitimacy of the request before any information is forwarded to the requestor.

- 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 external websites for the purposes of openness regarding information sharing within the Police.
- Each partner must designate a Single Point of Contact (SPOC) who will be responsible for the practical arrangements to support this agreement. This will include a formalised process for the football club to provide recorded CCTV footage, captured images, photographs or digital images with an accompanying statement exhibiting the material.
- Hampshire officers receiving such material will record the fact in the appropriate format and submit the exhibit to the Force Football Unit.
- Verbal and emailed information / intelligence received by Hampshire Police will be recorded in an intelligence report and submitted without delay to the appropriate force area clearly marked "Football".
- SPOCs will have a responsibility to create and maintain a system that records requests for information and data shared.
- All Hampshire Police files containing information from Southampton FC will be reviewed in line with the national Association of Chief Police Officers (ACPO) guidance concerning the review, retention and disposal of Police Information (MoPI).

4.2 HOW / WHAT INFORMATION WILL BE SHARED

- i. The Police will share:
 - The full name, date of birth and address of any individual associated with Southampton Football Club who is subject of a football banning order.
 - The full name, date of birth and address of any individual believed to be ticket touting in relation to any event held at St Mary's Stadium.
 - The details of any individuals believed to be attending Southampton Football Club football matches with the intention of committing any offences.
 - The details of any individual believed to be intending to commit acts of violence, crime, disorder or disruption within the footprint of St Mary's Stadium.
 - Where necessary a photograph of the individual to aid identification of the subject and minimise any intrusion to others.
- ii. The Southampton Football Club will share:
 - Information gained that did not necessarily involve an offence but resulted in sanctions being taken by the management against an individual, such as ejection or temporary or permanent bans.
 - Information that will assist in the planning of events that may necessitate policing operations at a range of scales at St Mary's Stadium, its footprint area or spanning adjacent premises or land.

- Information that will assist in the planning of Policing Operations not only for fixtures at Southampton FC but also for those fixtures involving the England National Team or other matches played in the UK or abroad.
 - Information regarding spectators travelling to events at St Mary's Stadium that may be used for policing purposes, including but not exclusive to: numbers, modes of transport, companies providing transport etc.
 - Information regarding incidents of criminal activity, violence, disorder or other form of anti-social behaviour reported to them or otherwise notified if relevant.
- iii. Information will not be shared where disclosure would prejudice ongoing criminal proceedings unless there is an overriding public safety requirement to do so.
- iv. No police tactics will be shared with Southampton Football Club under this agreement.

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. 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 only as long as necessary. They should be securely destroyed after the period of the banning order. 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 one 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. The Police 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 Police.
- 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.

APPENDIX B: INFORMATION REQUEST FORM



Please note, the Police can only share information that is owned by them.

Section 1: Subject of Request (Offender)

Full Name	
Date of Birth	
Previous names / Aliases (if relevant)	

Section 2: Reason for Search / Timescale

Reason for search	Be specific about what you are trying to achieve to avoid your request being returned for additional information.
Legal Powers	
Timescale	

Section 3: Nature of enquiry

Be specific about what information you need to avoid your request being returned for additional information.
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Section 4: Any further information that could assist the enquiry (optional)

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I confirm that the personal data requested are required for that / those purpose(s) and failure to provide the information will, in my view, be likely to prejudice that / those purposes(s).

Section 5: Details of Person(s) Requesting Information

Name	
Position / Organisation	
Phone	
Secure e-mail	