

INFORMATION SHARING AGREEMENT



INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Hampshire Constabulary

AND

Blue Lamp Trust
Version 1.0

Date Agreement comes into force:

05/03/2019

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1. INTRODUCTION

- i. The Police are committed to increasing community safety and tackling Crime and Disorder across Hampshire and work, on a regular basis, with members of the Blue Lamp Trust (BLT) in order to make Hampshire Constabulary safer and to provide a framework for action.
- 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 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 the sharing of other information is not covered by this agreement.
- iv. The purpose of this agreement is to clearly define the conditions under which the Police will share information with the Blue Lamp Trust. It will facilitate the provision of information relating to elderly and vulnerable people who have been, or who are at risk of becoming, victims of crime or anti-social behaviour in or near their home; for the purposes of offering them a Home Safety and Home Security Survey. It will incorporate measures aimed at:
 - Promoting and enhancing community safety in Hampshire
 - Providing tangible support and crime prevention advice to vulnerable people to reduce the risk of repeat victimisation
 - Providing victims and those concerned with their personal home security with increased confidence and peace of mind.
- iii. Consent must be obtained from the victim/vulnerable individual prior to any information being shared to the Data Processor. This consent will be recorded on the Blue Lamp Trust referral form available in the Record Management System (RMS) and will also be included within the Victim Contact module from release.
- iv. Information will not be shared where disclosure would prejudice ongoing proceedings or sensitive cases unless there is an overriding public safety requirement to do so.
- v. 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:

ii. **The General Data Protection Regulations 2018:** Hampshire Constabulary (HC) processes personal information in accordance with this Act, which exists to ensure the fair and lawful use of personal data and to protect the rights of the data subject. The Act 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 Act 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.

iii. **The Human Rights Act 1998:** 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.

iv. 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.

v. **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 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) (a), which states:

“The data subject has given consent to the processing of his or her personal data for one or more specific purposes”

In order to lawfully process **special category data**, including ethnic origin, political or religious beliefs, trade union membership, genetics, biometrics, health, sex life or sexual orientation, and for non-Competent Authorities to process criminal data, it is essential to satisfy an additional lawful basis under Article 9 of the GDPR. Article 9 (2) (a) states as follows:

“The data subject has given explicit consent to the processing of those personal data for one or more specific purposes”.

- vi. 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.

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. Once consent is obtained from the subject, the Police will make a referral by completing an online form which can be found on the Blue Lamp Trust (BLT) website.
- iii. The agreed referral criterion is for all categories of burglary crime. However, the categories of crime classified serious (e.g. murder/kidnap/blackmail/rape), or cloaked (e.g. sensitive crime/victim) can be referred to the Blue Lamp trust by way of explicit consent from a subject to an officer of Hampshire Constabulary, who will send a task to the Bobby Trust Mailbox.
- iv. Following consent and referral, the Data Processor will make contact with the referred data subjects, these may be victims of crime or they may have a general concern about safety and security. During the initial conversation, the Data Processor will make it evident that they are called regarding the referral, to which the subject has consented.
- v. In some instances, it may be necessary for a letter to be sent to the individual from the Constabulary in order to initiate a referral. The letter template in Appendix C provides a form of words for a letter contact.
- vi. Contact can also be made via email if that is the data subject's preference.
- vii. Appendix B provides a guideline for telephone contact. Once this has been done, the BLT staff can then inform the victim about BLT and its services which are free and confidential.
- viii. The Blue Lamp Trust shall become the Data Controller of any information willingly provided as a result of a completed home security assessment and this will be retained in line with BLT policy.

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. 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.
- 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.

4.2 HOW / WHAT INFORMATION WILL BE SHARED

- To prevent irrelevant or excessive information being disclosed, the type of information that may be shared under the terms of this agreement can consist of:
 - Subject's name
 - Subject's address
 - Subject's telephone number
 - Subject's Date of birth
 - Details surrounding the circumstances of the crime (where relevant).
- The police can share information if its disclosure is believed to be necessary and proportionate and supports our common policing purpose of:
 - Safeguarding the vulnerable
 - Reducing crime and disorder
 - Increasing community safety
 - Bringing offenders to justice
 - Protecting life and property
 - Any other duty or responsibility arising from common or state law.

4.3 CONSTRAINTS ON THE USE OF INFORMATION

- 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.
- 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 Blue Lamp Trust will retain data for a maximum of 5 years.
- iii. Often the same individual will be referred to the Blue Lamp Trust by multiple sources, such as the police, social services, neighbours and relatives. It is necessary for the Blue Lamp Trust to retain information for five years, including the fact that a subject has failed to respond in the past, so there is a relevant and adequate background on record relating to any problem address or individual.

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. 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 – Telephone Script

Wording to be used for telephone contact

Hello, my name is XXXX and I am ringing at the request of Hampshire Constabulary about the crime you reported. I work for the Blue Lamp Trust, which is an independent charity. The Police in Hampshire work very closely with us and believe that we are in a much better position to explain to you the services which are available from the Trust. For this reason, we have been instructed by the police to make contact with you about the services the Trust are able to offer to victims of crime and find out if we can help you.

Are you happy for me to discuss this with you further?

No

What are you doing with my information?

As you have not taken up any of our services your case will be closed and will your contact details will be deleted.

Appendix C

Wording to be used for letter

«Hampshire Constabulary crest / header»

**Hampshire Constabulary
Operational Headquarters
Tower Street
Winchester
Hampshire
SO23 8ZD**

Telephone: 0845 045 45 45

«case_crimeref»

Fax no: 01962 871204

Deaf/speech impaired minicom: 01962 875000

Email: postmaster@hampshire.pnn.police.uk

«date»

«pers_salutation» «pers_firstname» «pers_lastname»,

Hampshire Constabulary work very closely with the Blue Lamp Trust which is an independent charity offering emotional and practical support free of charge to victims of crime. The reasoning behind this letter is that I believe the Blue Lamp Trust is in a much better position to explain to you the services which they are able to offer to victims of crime than our officers who are dealing with the investigation.

On this basis, the Force makes your details available to Blue Lamp Trust staff so that they can send you these letters on my behalf. You will see that more information about their services and direct contact details are given in the enclosed letter so that it is easy for you to get in touch with them.

If you do not wish to take advantage of their services you do not need to reply to these letters. The Blue Lamp Trust will not contact you again in relation to this crime and they will delete your personal details within 6 weeks. If you would prefer them to delete your personal details straight away please contact them and they will be happy to do so.

Yours sincerely,

Chief Constable.