



INFORMATION SHARING AGREEMENT



INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Hampshire Constabulary

AND

Named Partner Agencies in Section 1 (ii)
Version 4.5

Date Agreement comes into force:	04/04/2019
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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 the partner organisations listed in section 1 (ii) in order to make Hampshire safer.
- ii. The partner organisations privy to this agreement include:
 - **Hampshire and Isle of Wight Community Rehabilitation Company**
 - **National Probation Trust**
 - **Youth Offending Teams for Hampshire, Isle of Wight, Southampton and Portsmouth**
 - **HMP/YOI Winchester**
 - **Society of St James**
 - **The Footprints Project**
 - **No Limits**
 - **P3**
 - **Change, Grow, Live (CGL)**
 - **Inclusion**
 - **Havant Borough Council**
 - **Isle of Wight Regulatory and Community Safety Services**
 - **Fareham Borough Council**
 - **Winchester City Council**
 - **Eastleigh Borough Council**
 - **Southampton City Council**
 - **Portsmouth City Council**
 - **Basingstoke and Deane Borough Council**
 - **East Hampshire District Council**
 - **Hart District Council**
 - **Rushmoor Borough Council**
 - **Gosport Borough Council**
 - **New Forest District Council**
 - **Test Valley Borough Council**
- iii. The Hampshire and Isle of Wight Integrated Offender Management (IOM) multi-agency information sharing agreement (MAISA), is an agreed set of principles about sharing personal or confidential information. This enables each organisation signed up to the agreement to understand the circumstances in which it should share information and what its responsibilities are.
- iv. It does not replace other context specific protocols, but provides a framework within which they can all operate. This agreement provides a common understanding for all agencies in Hampshire and Isle of Wight to work to.
- v. This document will assist in the exchange of information between agencies conducting business for any appropriate purpose, and should be applied while following established and agreed processes within the signatory organisations.



- vi. Signatory organisations to this document agree that information relating to individuals who are part of IOM cohorts, as defined by the Local Criminal Justice Board, must be shared with partner agencies in order to achieve the benefits described below.
- vii. This agreement should also be used to further clarify any current arrangements.
- viii. 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 and the Integrated Offender Management (IOM) scheme is to provide a strategic approach to reduce reoffending. This is achieved by targeting those at high risk of reoffending, who are causing significant levels of damage in the community, and are often not cooperating or engaging with Criminal Justice agencies. 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 to improve decision making
 - Improving the profiling of individuals in need or at risk
 - Providing more effective intervention and support
 - Ensuring that the key elements of IOM are effectively delivered across the criminal Justice system and organisations providing rehabilitation.
- iv. Data can only be used for the purpose shared and cannot be shared to third parties unless it is required by law.

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 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 the Constabulary 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:** 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.
- iv. **The Crime and Disorder Act Section 115:** allows relevant authorities to share information for the purpose of preventing and detecting crime. Under the terms of the agreement, this applies to offenders who do not engage with IOM. The police also have a general power at common law to disclose information for the purposes of preventing and detecting crime, apprehending and prosecuting offenders.
- v. **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.

- 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.
- vii. 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.
- viii. **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; or

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

- Preventing/detecting unlawful acts

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. The Hampshire and Isle of Wight Criminal Justice Board agreed criteria for bringing offenders to notice is managed by multi-agency teams working across Hampshire and the Isle of Wight. In order to target offenders and maximise use of resources, agencies agree to share information in order to achieve this.
- iii. These teams are comprised of staff and officers from Police, Probation, and third sector organisations (e.g. Society of St James), who research and share information from their respective agency in order to provide a service under IOM. Information is shared during assessment meetings, when prioritisation is given and plans are made for offenders to be approached. Outcomes of these meetings and records of engagement such as appointments and other events will be kept and available to team members. An IT case management system (e.g. SafetyNet), will be maintained by the team in order to record personal information, and details of work undertaken.
- iv. For those offenders who engage, a single plan for each offender will be produced, agreed by all the relevant pathway agencies, with a designated lead agency to provide offender management. The components of the enhanced plan will include priority access to services for these offenders, and will vary according to offender need.
- v. Under the existing 'catch and convict' strand of the original Prolific and other Priority Offender (PPO) scheme, those offenders who do not engage or accept the support offered, will be the focus of Hampshire Constabulary in order to disrupt their offending behaviour.

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, nhs.net and secure gov.uk servers).
 - 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:
 - Offender personal details, including names, dates of births and known addresses
 - Offending details, including arrests and outstanding offences
 - Intelligence, specifically vital intelligence, in order to assess the risk factors.
- ii. Victim details will not be shared under this agreement, however, in some instances probation may already be aware of victim data due to the work they do with certain victim types.

4.3 CONSTRAINTS ON THE USE OF INFORMATION

- i. 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 written representations of the disclosing partner, including requests from the public, disclosure within judicial proceedings and safeguarding forums.
- ii. Once data has been provided, the recipient becomes the data controller for the copy held by them.
- 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.

4.4 RESTRICTIONS ON INFORMATION SUPPLIED

- i. Personal data will only be used for the specific purpose for which it was obtained.
- ii. Where information is shared for performance and management information it will be depersonalised and provided in a timely manner. This will be used to influence case management, strategies, policies and initiatives across agencies and Community Safety Partnerships and the Hampshire and Isle of Wight Criminal Justice Board.
- iii. Information obtained about IOM offenders will be stored according to the agency specific requirements for data storage. For some agencies the period will be longer, due to specific statutory obligations – for example the Police and Probation Services; for others this will be determined by agency requirements and regulations on the retention of historical data and record keeping. The expectation is that where data is held for longer than a period of six months on inactive cases, archiving procedures should be followed as pertinent to organisational practice. Any data which is not required to be stored (electronic and paper based) is to be securely deleted/destroyed.
- 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. The disclosing agency is responsible for accuracy of the information, and must inform the receiving agency of any subsequent changes to the information.
- iii. 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.
- iv. 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.