

INFORMATION SHARING AGREEMENT



INFORMATION SHARING AGREEMENT (ISA)

BETWEEN

Hampshire Constabulary

AND

The University of Southampton (Southampton)

AND

the University of York (York)
Version 1.2

Date Agreement comes into force:	06.09.18.
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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 The University of Southampton and the University of York in order to make Hampshire safer and provides a framework for action.
- ii. The purpose of this Information Sharing Agreement (ISA) is to enable action to be taken against crime and anti-social behaviour within the local authority area. 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
- iii. This ISA should also be used to further clarify any current arrangements with respect to Police Data (as defined in Collaboration Agreement) and is incorporated as a schedule in the Collaboration Agreement for the National Institute for Health Research Public Health Research programme (PHR), for a research project called "16/122/20 - Gateway: A randomised control trial, economic and qualitative evaluation to examine the effectiveness of an out-of-court community-based Gateway intervention programme aimed at improving health and well-being for youth offenders; victim satisfaction and reducing recidivism".
- iv. Project Gateway builds on existing evidence base from both the UK and other comparable policing models in developing a decision making process to identify offenders who can be diverted from prosecution. Models such as 'Turning point' (West Mids.) 'Checkpoint' (Durham) and 'Project Cara' (Hampshire) used similar approaches and have been successful in engaging offenders outside of formal prosecution routes.
- v. Crime and disorder and health and social issues are inextricably linked. If the police and partners invest now, it could lead to cost savings in the future due to a reduction in demand and increased levels of individual wellbeing, improved public health and reduced levels of reoffending. It is hoped that legitimately diverting young adults away from the formal criminal justice system increases life chances and opportunity for positive changes away from crime.
- vi. 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 ISA and shall have effect as if set out in full in the body of the Collaboration Agreement. In the event of any conflict between this ISA and the Collaboration Agreement, the ISA shall only prevail with respect to Police Data, in all other respects the Collaboration Agreement shall prevail.

2. PURPOSE

The purpose of this ISA is to clearly define the conditions under which the Police will share information with the agencies named in this document. The ISA will facilitate the lawful exchange of information in order to support Project Gateway in Southampton policing district. The overarching aim of the project is to assess whether a Gateway intervention can reduce re-offending amongst young people aged 18-24 years old. This will be done through a Randomised Control Trial allowing a comparison between offenders who receive a Gateway Conditional Caution and those who are prosecuted at court. The University of Southampton and the University of York will carry out the research study which also includes an economic evaluation, a process evaluation and some

qualitative research. The study will evaluate the Gateway Conditional Caution and assess the impact on re-offending as well as benefits to the health and well-being of participants. This will inform future decisions about how offenders are dealt with and the allocation of funding and resources to provide the most effective way to reduce crime.

Once working under the umbrella of Project Gateway the participants will be supported to access support and other agencies which best suits their need in order to improve their life chances and opportunities.

- i. This ISA 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 ISA is in place to inform the reasons and methods of sharing, sharing for other purposes and other information is not covered by this ISA.
 - Name, Participant ID, date of randomisation, randomisation allocation, disposal location, date consent form signed, withdrawal type status, participant phone number, address, appropriate adult consideration, age, gender, ethnicity, offending history, reoffending data, date of court appearance and court outcome will be shared with The University of Southampton and/or the University of York via Huddle.
 - Contact details (name, phone number and address) of the participant will be shared with The University of Southampton.
 - Randomisation allocation will be shared with the University of York Trials Unit.
 - Consent will be uploaded by the constabulary to Huddle for all agencies and Universities to view, as required and agreed, which will include appropriate adult consideration.
- iii. Police 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 ISA are:
- ii. The General Data Protection Regulation 2018: Hampshire Constabulary (HC) processes personal information in accordance with the 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 prevention / detection of crime and the apprehension and prosecution of offenders. The Act 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. 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:
 - National security.
 - Public Safety.
 - Prevention of crime and disorder.
 - Protecting the rights and freedoms of others
- 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 the basis of a lawful basis.
- vi. **Sharing personal data for 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:

Personal Data:

- The Data Subject has freely, explicitly and unambiguously given his or her consent;

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

- **Consent** (Data Subject has freely, explicitly and unambiguously given his or her consent)

4. PROCESS

This agreement has been formulated to facilitate the exchange of information between the Parties. It is, however, incumbent on all Parties to recognise that any information shared must be justified on the merits of each case.

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 ISA, 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 party 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).
- This ISA 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 ISA 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

- i. Personal data will be shared by HC to the said organisations to allow them to undertake their specific role within Gateway:
 - Southampton & University of York Trials Unit – to contact Gateway participants in order to gather their own data, to assess and analyse the impact of Gateway on participants and those allocated to court proceedings. They will also need their:
 - Participant ID
 - Name (Southampton only)
 - Date of randomisation
 - Randomisation allocation i.e. caution or prosecution (York only)
 - Disposal location
 - Date consent form signed
 - Change of status
 - Contact details (phone number, postal address) (Southampton only)
 - Appropriate adult consideration, appropriate adult if relevant (Southampton only)
 - Age
 - Gender
 - Ethnicity
 - Offending History (includes offence committed that triggered involvement in the Gateway study and the number of previous offences: minor/serious)
 - Date of court appearance
 - Re-offending data
 - Court Outcome (sentence type/length such as probation, community refer, detention) for Gateway offence, re-offending or return to court following breach
 - Frequency of meetings with Navigator for Gateway participants (Southampton only)
 - Number, name and type of referrals from Navigator for Gateway participants (Southampton only)
 - Number of hours of engagement at referral agencies for Gateway participants (Southampton only)
- Survey Gismo reports to include details of all entries, number entered, at which point found ineligible (York only).

- ii. The Parties will share: The results of the Project.

4.3 CONSTRAINTS ON THE USE OF INFORMATION

- i. Any Police 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 Party, including requests from the public, disclosure within judicial proceedings and safeguarding forums.
- ii. All information that is disclosed under this ISA remains the property of the original data owner.
- iii. Police Data will not be shared where disclosure would prejudice ongoing criminal proceedings unless there is an overriding safety requirement to do so.
- iv. This ISA does not constitute an overarching permission for the broad, comprehensive or unchallenged sharing of Police 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 four years. Files containing information from partner sources will be reviewed and deleted in line with Force policy.
- iii. As the lawful basis to share this information is relying upon consent, all information provided by the Constabulary must be deleted upon a participant's withdrawal from the study. For the avoidance of doubt, York and Southampton confirm that the legal basis for the processing of Police Data shall be Article 6(1)(e) (performance of a task in the public interest). The Parties agree that the additional legal basis for processing sensitive personal data contained within the Police Data in the course of the Project shall be Article 9(2)(j) (processing in the public interest, scientific or historical research purposes or statistical purposes).

4.5 REVIEW OF THE INFORMATION SHARING AGREEMENT

- i. This ISA will be reviewed, as a minimum, 6 months after its implementation and every two years 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 any Party, 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.