



**Information Exchange Agreement  
for CSAS Accredited Organisations**

**Between**

**XXXX Constabulary**

**And**

**CSAS Organisation**

## **Information Sharing Agreement (Tier 2)**

### **Purpose:**

The purpose of the protocol should be to facilitate the exchange of information within the current legislation, codes of practice and policies to work together to:

- Prevent, detect and reduce crime and disorder
- Improve profiling of crime and disorder activity to enable more effective targeting of resources
- Prevent and reduce environmental crime and anti-social behaviour
- Further develop partnership working
- Improve informed decision making and collaborative working

### **Parties:**

Parties to this agreement are:

- XXXX Constabulary
- CSAS Organisation

### **Agreement number:**

Local number

### **Data Protection Impact Assessment:**

A DPIA has not been conducted but a Joint Operating Procedure has been agreed.

### **Introduction:**

This document explains the need to share information to meet the Purpose. The creation of this Tier 2 Agreement is on the basis that all signatories accept and adopt the practices agreed. Therefore, the baseline security and other specified requirements are not repeated because they are detailed in the Protocol.

Please complete an entry in all sections. If a section is not relevant, please enter this, so that it is clear that it has been considered.

### **Legal gateway to share:**

Information is shared under this agreement through common law policing powers, under Schedule 1 of the Data Protection Act 2018, Section 6 of the Crime and Disorder Act 1998 and any subsequent amendments and relevant case law. Section 115, Crime & Disorder Act 1998 provides a 'power' to share personal data where necessary to target particular problem areas under the context of agreed multi-agency strategies.

At all times the exchange and use of information must be in a manner that is compatible with the Data Protection Act 2018, the Human Rights Act 1998 and where appropriate, any common law requirements e.g. duty of confidence. For example it must be proportionate,

relevant and the minimum amount needed to achieve one or more of the purposes indicated in this agreement.

### **Lawful basis to share:**

Sharing information is only lawful if you have a **lawful basis** under Article 6 of GDPR. And to comply with the accountability principle in Article 5(2), you must be able to demonstrate that a lawful basis applies. Information will only be shared as a legal duty or if in the public interest.

Information disclosed under this agreement may only be used for the purpose for which it is given and may not be disclosed, processed, communicated or disseminated in any way other than for what was intended at the time of the original disclosure. No secondary use of the information is permitted without the explicit consent of the data 'owner'. The type of information that may be shared may consist of any information the organisation can justify as necessary and proportionate to target and reduce crime and disorder.

It is not envisaged that there will generally be restrictions on the exchange of depersonalised data e.g. statistics or crime patterns.

Under the terms of this agreement the Constabulary will only disclose personal information on a strict 'case by case' basis.

### **Benefits of the intended sharing:**

The benefit of information sharing is to prevent, detect and reduce crime and disorder and prevent and reduce environmental crime and anti-social behaviour.

### **Description of the intended data sharing:**

The following information could be shared.

- Photographs of offenders. The Constabulary will use 'official' police photographs for these purposes and will only disclose in cases where the person is known to be active in a particular area and it is believed that there is a likelihood of committing further offences. In addition, the subject must have at least two relevant convictions in the preceding three years. Relevant fixed penalty notices may be considered to count towards relevant convictions for the purpose of this agreement. Prior to circulating a photograph of a juvenile consideration must be given to any 'special' circumstances that may apply e.g. court order preventing publication.
- Modus Operandi. Where distinctive, necessary and relevant the Modus Operandi and details of vehicles used to commit specific offences may also be disclosed.
- Banned from premises. The police can only disclose personal data to achieve a clear and specific policing purpose and therefore information that is relevant and necessary to support the enforcement of court issued exclusion, or other such order, can also be disclosed. However, the police have no legal power to disclose personal information to assist partners to ban persons from premises in any other circumstances.
- General intelligence or previous convictions will not be disclosed under the terms of this agreement.

Each partner should nominate a role that will be responsible for authorising the disclosure of personal data. For example, for the Constabulary, all disclosures must be approved by an officer of at least the rank of an Inspector, who will decide if the information is reliable, accurate, can be corroborated and is relevant to disclose in the specific circumstances.

Each partner should identify a post holder(s) to be responsible on a day-to-day basis for the data exchange. This person will also be responsible for the accuracy of any data exchanged. Each partner should hold an up-to-date list of contact details.

Personal information must only be disclosed to the nominated person(s) through a secure route i.e. not via e-mail or fax. Details of the disclosure must be recorded in the audit trail. The nominated person(s) will be **xxxx at CSAS Organisation**

Each partner must ensure that they follow their organisational policies when disclosing personal data e.g. an Information Security and/or Data Protection policy(s). If hard copy photographs are exchanged they should only be released against signature.

Photographs of persons will be supplied to members of the scheme if they meet the following criteria.

- That the person has two relevant convictions in the last three years.  
(Relevant conviction includes Theft Act, Public Order Act, Harassment Act offences and offences where an assault is involved. These offences have to be relevant to the location where the scheme takes place i.e. shoplifting. Domestic violence would be an example which is unlikely to be relevant.
- Person is a persistent offender / trouble maker in the area where the scheme operates and has been identified as such by the local beat manager(s) in consultation with the NPT Sergeant.
- Person subject of Criminal Behaviour Order (CBO) where evidence for this order has been obtained from offences / incidents that have occurred in the area where the scheme operates. (Conviction criteria still apply).
- Photographs of juveniles (i.e. persons under the age of 18 years for the purpose of the scheme) can be supplied if any of the above criteria applies, including convictions

As disclosures may be subject to legal challenge by the subject and/or enforcement action by the Information Commissioner for breaches of the Data Protection Act, each partner must ensure that an adequate audit trail is in place to record disclosures. As a minimum it must include who authorised the disclosure, what was disclosed, to whom, when, for what purpose and the rationale for the disclosure. The audit trail should be retained for a period of three years. The means of retention and location of the audit trail is a matter for local discretion.

### **Fair processing (informing individuals):**

The processing of personal data by competent authorities for law enforcement purposes is outside the GDPR's scope (e.g. the Police investigating a crime). Instead, this type of processing is subject to the rules in Part 3 of the DPA 2018.

### **Retention, disposal and security:**

Photographs or other information is disclosed by the police on the basis of the following conditions:

- The information or image is supplied solely for the prevention/detection of crime.
- The information must be kept secure and treated as confidential at all times and all reasonable steps must be taken to avoid accidental loss, damage or disclosure to anyone not entitled to access it. The information must not be displayed to the public or held in any area that the public may access. Any unauthorised persons having to access the storage area must be accompanied by an appropriate person to maintain the security and integrity of the data.

- The information or subject details must not be accessed, discussed or otherwise communicated with anyone that is not entitled to access it under the terms of this agreement e.g. managers and security staff.
- The information should not be copied by any means nor stored in any computer generated storage system e.g. hard drive, CD or removable storage device.
- All information supplied by the police remains the property of the Constabulary at all times and must be returned immediately upon request. Also the information, storage and security arrangements will be subject to inspection by a police officer or nominated member of police staff, at any reasonable time without prior arrangement.
- When the information is disclosed, the authorising officer will insert a review date at which time he/she will decide if the continued circulation is justified. The information can be withdrawn at any time to meet individual circumstances.
- The police reserve the right to stop providing information to the scheme or any individual member of that scheme at any time.

If the information supplied under this agreement is lost, compromised or disclosed to an unauthorised third party, the party responsible must inform the owner of the information at the earliest opportunity. If it is police information, the Constabulary will decide how that investigation or recovery should be managed.

Each partner will keep each of the other partners fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending partner or its sub-contractors, employees, agents or any other person within the control of the offending partner of any data obtained in connection with this agreement. In addition to any legal or financial implications it is likely that any breach of the terms of this agreement will lead to the suspension or termination of the agreement with one or more of the parties concerned.

### **Training:**

It is expected as part of the core agreement that all partners provide sufficient annual training to staff in their responsibilities to protect and share personal data.

### **Nominated contacts:**

Each partner (signatories) to this scheme must designate someone within their organisation to assume responsibility for data protection (including notification if appropriate); security and confidentiality; and compliance with legislation e.g. by undertaking audits. For the purposes of this scheme the nominated persons are:

- Policing Area Chief Inspector [name], on behalf of the xxxx Constabulary;
- Name, role, on behalf of CSAS Organisation.

Day to day contact will be between xxxx (CSAS Organisation) and xxxx (xxxx Constabulary).

### **Review date:**

To be reviewed annually to establish if the sharing remains necessary, still operates as intended and, has or is, achieving the intended benefits. First review date will be 12 months after the document is signed.

Review Date.....

**Signatories:**

By signing this document I accept that the organisation which I represent will be bound by any conditions imposed in both this document and in the overarching Joint Operating Procedure, which this organisation has previously signed. In addition the signatory will ensure that their staff are made aware of the contents of this agreement and advised/trained accordingly in its use.

**Signed on behalf of CSAS organisation**

Name of organisation and address:

Name: .....

Position/job title: .....

Signature: .....

Date: .....

**Signed on behalf of the Chief Constable of the **xxxx** Constabulary:**

Name: .

Rank: Chief Inspector

Signature: .....

Date: .....