



University of Essex



University of Essex  
And  
Essex Police

## INFORMATION SHARING AGREEMENT

September 2011  
Version Published

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## **1. INTRODUCTION**

This agreement has been developed to:

- Provide a framework for information sharing between the University of Essex and Essex Police which is both legal and supports the primary objectives of reducing crime and disorder and ensuring safety and security on the University campuses and the local area where halls of residence accommodate students and students are accommodated locally. To support the goals of the prevent strategy.
- Describe the roles and structures that will support the exchange of information between partners.
- Set out the legal gateway through which the information is shared, including any reference to the Data Protection Act 1998, the Human Rights Act 1998 and the Common Law duty of confidentiality.
- Ensure compliance with individual partners' policies, legal duties and obligations.
- Ensure that Essex Police complies with the Code of Practice on the Management of Police Information made under the Police Act 1996 and the Police Act 1997.

## **2. PURPOSE AND SCOPE OF THIS AGREEMENT**

The purpose of this agreement is to facilitate the exchange of information between the University of Essex and Essex Police under the power contained in section 115 of the Crime and Disorder Act 1998. Exchange of information helps meet the partnership aims of reducing crime and disorder and ensuring safety and security both on the University campuses and in the local area where halls of residence accommodate students and students are accommodated locally.

## **3. BENEFITS OF SHARING THIS INFORMATION**

An established structure for information sharing between the University of Essex and Essex Police will provide greater reassurance to the community and thereby raise public confidence on the University campuses the local area where halls of residence accommodate students and students are accommodated locally.

This agreement supports the mission of Essex Police to make Essex safer. Effective information sharing means that Essex Police will be able to share information with the University of Essex and will enable both partners to be better informed to make decisions in respect of reducing crime and disorder and ensuring safety and security on the University campuses and the local area where halls of residence accommodate students and students are accommodated locally.

Specific benefits that will be achieved:

- Assisting in the apprehension and prosecution of offenders;
- Facilitating a coordinated approach to reducing the fear of crime and the effects of the fear of crime;
- Reducing the losses to the University and its community caused by crime and disorder;
- Creating a safe and secure environment for students, staff and visitors;
- Establishing the partnership as an integral part of the local community safety and crime reduction strategy.

## **4. AGREEMENT ADMINISTRATION**

### **4.1. *Partners to the agreement***

- Essex Police
- The University of Essex

### **4.2. *Commencement of the agreement***

This agreement shall commence upon the signing of a copy of the agreement by the partners.

### **4.3. *Withdrawal from the agreement***

Either partner may withdraw from this agreement upon giving 3 months written notice to the other signatory. The partner must continue to comply with the terms of this agreement in respect of any information that the partner has obtained through being a signatory. Information which is no longer relevant should be returned or destroyed in an appropriate manner.

### **4.4. *Review of the agreement***

In accordance with the requirements of the Code of Practice for the Management of Police Information; this Agreement will be reviewed six months after its implementation and annually thereafter.

The review will:

- Ensure that there is an up to date contact list.
- Consider whether the agreement is still useful and fit for purpose.
- Identify any emerging issues.
- Determine whether the agreement should be extended for a further period (up to one year) or whether to terminate it.
- Record the decision to extend or terminate the agreement and the reasons.

#### **4.5. Audit Arrangements**

As part of the requirements of the Code of Practice for the Management of Police Information Essex Police will maintain an Information Sharing File in respect of this agreement.

This file (which may be electronic or paper based) will contain:

- Record of Essex Police information disclosed.
- Record of information disclosed to Essex Police.
- Decision or justification to disclose or not disclose.
- Access and vetting list.
- Notes of meetings with partners.
- Details of recent correspondence and phone calls.
- Record of any review of the agreement.

The University of Essex will maintain a similar file which will include copies of Section 29 forms, details of information shared and decisions or justifications for disclosing or not disclosing information.

### **5. POWER OR DUTY TO SHARE INFORMATION**

To meet the policing purpose of protecting life and property; preserving order; preventing the commission of offences; bringing offenders to justice; or fulfilling a duty or responsibility arising from common law or statute.

Some examples of the legal framework for sharing information within an agreement are:

- To meet the policing purpose of protecting life and property; preserving order; preventing the commission of offences; bringing offenders to justice; or fulfilling a duty or responsibility arising from common law or statute.
- Section 115 Crime and Disorder Act 1998.
- Section 120 Learning and Skills Act 2000.
- Section 11 Children Act 2004.
- Section 135, 152 & 153 Housing Act 1996.
- Section 47 Children Act 1989.
- Sex Offenders Act 1997.
- NHS and Community Care Act 1990.
- Health and Social Care Act 2001.

### **6. LEGAL COMPLIANCE**

#### **6.1. Overriding any duty of confidence**

There are circumstances where an obligation of confidence arises and to breach that confidence without reasonable justification could give rise to a complaint and may contravene the Data Protection Act 1998.

Information is likely to have been considered as having been provided in confidence where the purpose of sharing is not in line with the likely

expectation of the person who originally provided that information. For example, a witness to a crime who contacts the police would not ordinarily expect their details to be provided to anyone not involved in investigating or prosecuting the offence.

A duty of confidence may be overridden where:

- The individual to whom the information relates has consented to the processing of the information, or;
- The information sharing is required by law, or;
- The information sharing is in the public interest.

## **6.2. *Necessity of the information sharing***

Whilst previous sections explain the benefits to be achieved as a result of the information sharing the Data Protection Act 1998 requires that the information is only shared where it can be shown that the sharing is necessary.

Information will only be shared where it can be shown that the disclosure is required for the purposes described in section 2, above.

## **6.3. *Fair processing of the information***

Information shared by the partners will be fair and relevant to the purpose of the partnership. This section applies only where 'personal data' (as defined by the Data Protection Act 1998) is to be shared.

The Data Protection Act 1998 requires the fair processing of information unless an exemption applies. The most likely exemption to being 'fair' is the sharing for the prevention and detection of crime, apprehension or prosecution of an offender.

An example of this would be where information is being shared about an individual without their knowledge; however, disclosure of that fact would be likely to prejudice the investigation.

## **6.4. *Justification for the provision of sensitive information***

Sensitive information is information about an individual which relates to:

- the commission or alleged commission of an offence;
- proceedings relating to an offence;
- physical health, mental health or sex life;
- race, ethnic origin or religious belief; or
- political opinions or trade union membership.

The majority of information that Essex Police seeks to share with its partners contains 'sensitive' information: this section will therefore apply in most circumstances. The Data Protection Act 1998 requires that one or more conditions must be satisfied before 'sensitive' information can be shared.

The list below, which is not exhaustive, details some of the Data Protection conditions that might enable 'sensitive' information to be shared. At least one condition must be recorded.

- The sharing of the information is necessary for (a) the administration of justice, (b) for the exercise of any functions conferred on any person (including a constable) by or under an enactment, or (c) for the exercise of any functions of the Crown, or a government department.
- The sharing of the information is in accordance with The Data Protection (Processing of Sensitive Data) Order 2000 (Statutory Instrument 417/2000) which provides for the sharing of such data where it is necessary for the exercise of any functions conferred by any rule of law.

### **6.5. Proportionality**

The partners to this agreement are satisfied that the nature of the information to be shared under this agreement and the manner of such sharing is compatible with the requirements of the Human Rights Act 1998 and with Article 8(2) of the European Convention of Human Rights – the right of respect for private and family life.

All information sharing of information will be to support a legitimate aim, proportionate, appropriate and necessary to a democratic society. This may include the rights of the wider community (see section 3, above).

## **7. TYPES OF INFORMATION TO BE SHARED**

This agreement has been formulated to facilitate the exchange of information between partners. Both partners will recognise that any information shared must be justified on the merits of each case, be proportionate and necessary for the purpose for which it is being shared.

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.

Details of the information that may be supplied by each partner are as follows.

Essex Police may share:

- Information about staff or students of the University of Essex who have been subject to an arrest on the University campuses and the local area where halls of residence accommodate students and students are accommodated locally (notwithstanding the outcome of an investigation) conviction, caution, final warning, reprimand or fixed penalty notice for any offence which causes them, to believe that this will prevent offending and reduce the opportunity for crime and disorder to take place and protect staff, students and visitors from crime and disorder.

- Where it is necessary for the purpose of reducing crime and disorder and ensuring safety and security on the University campuses and the local area where halls of residence accommodate students and students are accommodated locally.
- Intelligence about suspected unlawful activity on campus and off campus

The University of Essex may share:

- Information relating to staff and students registration status to assist reducing crime and disorder, investigating offences and to ensure safety and security on campus.
- Information relating to suspected unlawful activity involving students on campus and the local area where halls of residence accommodate students and students are accommodated locally, staff and visitors.

## 8. ROLES AND RESPONSIBILITIES

### 8.1. *Single Point of Contact/Principal Designated Officer*

Each partner will appoint a single point of contact (SPOC)/ Principal Designated Officer (PDO) who will be a manager of sufficient standing and who will have a co-ordinating and authorising role. A partner may also appoint a supervisor or manager to deputise for the SPOC/PDO.

The following named individuals are the SPOCs/PDOs, or Deputies, for the partner organisations who will be responsible for data protection, security and confidentiality, and compliance with all relevant legislation.

NAME	POST	ORGANISATION
Pc 171 Mick Bond	Neighbourhood Constable	Essex Police
Ps 1463 Lou Middleton	Neighbourhood Sergeant	Essex Police
Sara Stock	University Records Manager	University of Essex

The specific responsibilities of the above are:

- Making sure both parties abide by this agreement;
- Ensuring relevant staffs are fully aware of their responsibilities;
- Appointing other staff to act in their absence;
- Controlling the release of the information and maintaining its integrity;
- To decide on a case by case basis if and why a public interest overrides a duty of confidence;
- Keeping an information sharing file (or similar), which holds all the partner's information sharing documents in general;
- Ensuring any changes to the SPOC/PDO are confirmed in writing.

The appointment of a SPOC helps to ensure that specific arrangements work as efficiently as possible and also has the benefit of improved communication between partners, particularly if they have a named person to contact.

## **9. PROCESS OF SHARING**

The information may only be used for the purpose/s set out in this Agreement. The University of Essex and Essex Police approach to information sharing will be in order to achieve the benefits outlined in section 3.

For example

Following a crime on campus Essex Police may share details of the person responsible to the University of Essex if that will prevent that person committing a further crime on campus.

Following a crime on campus the University of Essex may share details of a person suspected of committing the crime to Essex Police so that person can be apprehended.

Partners to this arrangement will respond to any notices from the Information Commissioner that imposes a requirement to cease or change the way in which data is processed.

### **9.1. Access to the information**

Information will be shared within the weekly University Security Meeting by the Security Manager and University patrol staff (usually in an emergency), or to assist police with their investigations following their attendance at an incident. Essex Police may also approach Student Support, the Discipline Office, Registry or Human Resources where appropriate. All such approaches will be reported to the Security Manager or to the University Records Manager.

### **9.2. Sharing procedure**

Requests for CCTV footage will be made in line with the University of Essex policy and logs will be maintained by patrol staff in the security office. Essex Police will handle media received in line with the current Electronic Media Unit policy.

Information exchanged verbally at the weekly Security Meeting will be documented in the Action Notes.

Any documents exchanged will be stored and retained in line with current University of Essex and Essex Police policies.

The donating party will be responsible for removing and editing out details relating to third parties.

Decisions to share data covered by this agreement, or outside it, should be made with reference to appendix 1 and appendix 2 of this agreement.

Where a staff member is concerned about the information being requested by Essex Police they will seek advice from the University Records Manager. Where appropriate the University will ask for a completed and signed Section 29 request or a court order before agreeing to share information. The University Records Manager should be notified in either case.

### **9.3. *Ensuring the accuracy of information shared***

Both partners are responsible for ensuring that any information they share is accurate and, where necessary kept up to date.

### **9.4. *Review, retention and disposal***

Data exchanged will be stored, retained and disposed of in line with current University of Essex and Essex Police policies.

### **9.5. *Security of the information being shared***

The information must be stored securely and deleted or destroyed when it is no longer required for the purpose for which it is provided.

The information shared must not be disclosed to any third party without the written consent of the partner that provided the information unless it is disclosed under a statutory obligation or by Essex Police for a policing purpose.

Essex Police will use protective marking on information shared. Where Essex Police shares information with others who do not recognise protective marking, the decision as to who has access and what they may use it for, will be decided at the time the information is shared.

## **10. MISCELLANEOUS MATTERS**

### **10.1. *Indemnity***

Each Party (“Indemnifying Party”) agrees to indemnify the other, including its senior officers and employees (the “indemnified Party”) against any costs, damages and expenses incurred by the Indemnified Party arising from any claim brought by a third party against the Indemnified Party as a result of or in connection with the Indemnifying Party’s contravention of the Data Protection Act, except to the extent such claim is due to the fault or negligence of the Indemnified Party.

### **10.2. *Rights of data subjects***

Partners will comply with subject access requests in compliance with the relevant legislation. Where the relevant information has been provided by a third party or signatory partner; that party or partner should be notified as soon as possible of the request and in any event before responding to the request.

**10.3. Freedom of Information Act Considerations**

This Agreement will be made available under the Freedom of Information publication schemes of Essex Police and the University of Essex.

**11. SIGNATURES**

By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself is sufficient to meet the purpose of this agreement.

Signatories must also ensure that they comply with all relevant legislation.

Signed on behalf of The University of Essex:

.....

Title: .....

Position: University Registrar and Secretary

Date:

Signed on behalf of Essex Police – Information Management

.....

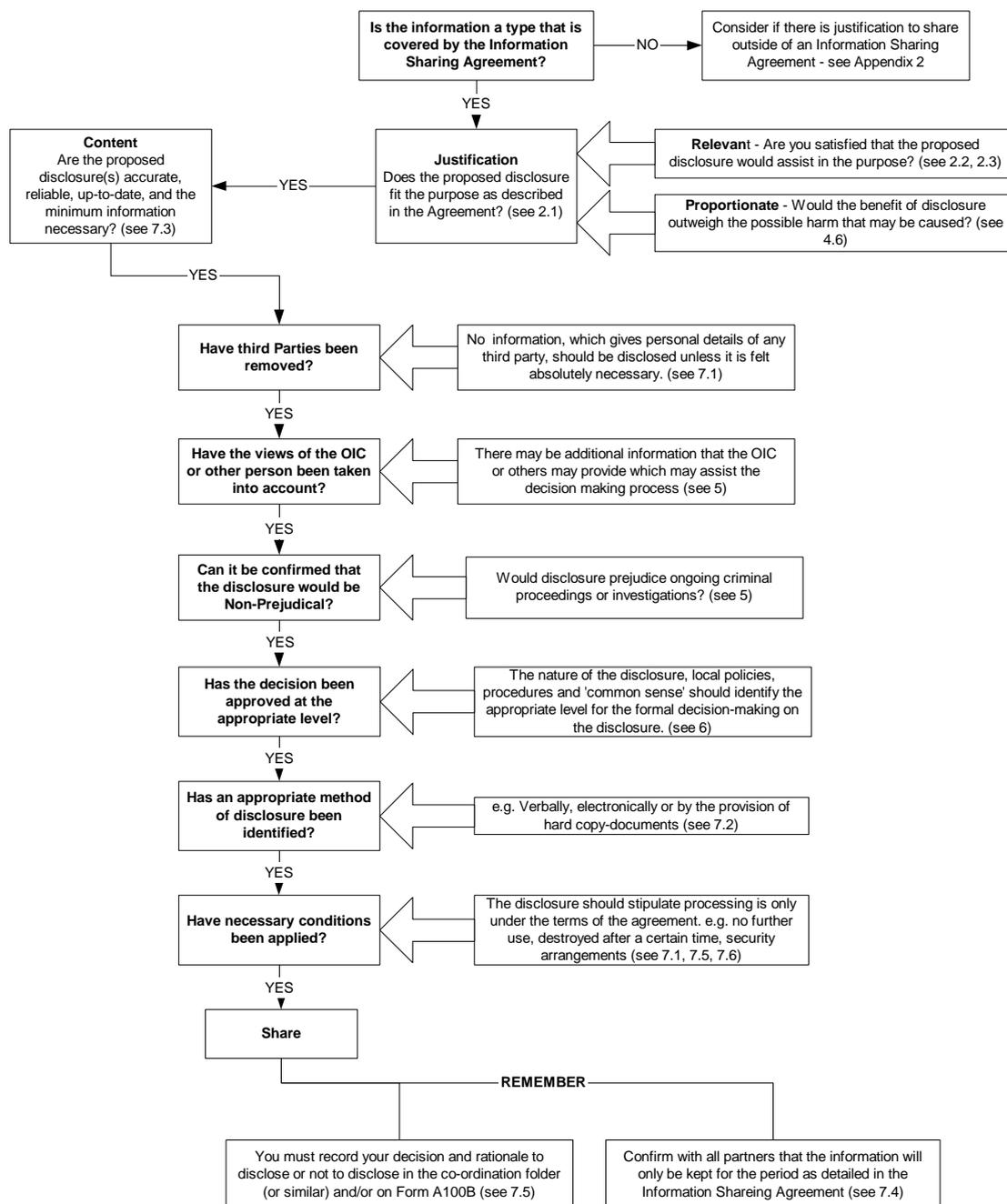
Title: .....

Position: Head of Information Management

Date:

## APPENDIX 1 – Decision Making Filter

This filter is designed to assist decision makers in determining, on a case by case basis, whether information of a particular type can be shared under the auspices of the information sharing agreement (ISA) or protocol.



## **APPENDIX 2 – Sharing Outside of the Agreement**

1. Who is asking for the information?
2. Have you recorded their name, position, organisation and contact details?
3. Have you verified the identity of the person requesting the information?
4. What information is being asked for? What purpose will it be used for?
5. Is the information being requested personal information?
6. Has a legal gateway or a policing purpose to share information been established?
7. If yes, how do they want the information?
8. When do they want the information?
9. Record your decision, how you made it and what information was shared.