

# **INFORMATION SHARING AGREEMENT**

**BETWEEN**

**Members of the South Cambridgeshire**

**Community Safety Partnership**

**and other partner agencies operating in the District**

**February 2020**

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<b>Title of Agreement</b>	<b>South Cambridgeshire Community Safety Partnership Information Sharing Agreement</b>
<b>Reference</b>	CSP ISA
<b>Purpose</b>	<p>The purpose of this agreement is to enable the flow of information between partners in order to:</p> <ul style="list-style-type: none"> <li>• Prevent offending;</li> <li>• Reduce re-offending;</li> <li>• Maintain safety and public order;</li> <li>• Reduce crime, disorder, anti-social behaviour and the fear of crime</li> <li>• Ensure safeguarding issues are correctly referred</li> </ul>
<b>Partners</b>	District and County Council, Constabulary, Housing providers and others listed at Appendix 1
<b>Date of last review</b>	February 2020
<b>Date of next review</b>	February 2022
<b>Agreement owner</b>	SCDC
<b>Agreement drawn up by:</b>	J Brooks (SCDC) & Kathryn Hawkes (SCDC)
<b>Protective marking</b>	Not protectively marked when final
<b>Version</b>	<b>1.0</b>

# 1. INTRODUCTION

1.1 The Crime and Disorder Act 1998 requires that agencies and organisations work together in partnership to reduce crime, disorder and anti-social behaviour.

Section 17 of the Crime and Disorder Act 1998 states:

*"Without prejudice to any other obligation imposed on it, it shall be the duty of each authority to which this section applies to exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to **do all that it reasonably can to prevent, crime and disorder in its area**".*

1.2 The Police and Justice Act 2006 enhances the requirements of the Crime and Disorder Act; including the sharing of information and the formulating and implementing a strategy for reducing crime and disorder.

1.3 These duties are fulfilled by the responsible authorities who make up the South Cambridgeshire Community Safety Partnership (CSP), and others listed at Appendix 1. Sharing information between partners is a vital part of fulfilling these duties. The purpose of this agreement is to enable the flow of information between partners. It is compliant with the Cambridgeshire Information Sharing Framework (CISF). Reference documents for the CISF can be found at Appendix 2.

1.4 Strategically, the work of the CSP is overseen by the South Cambridgeshire Community Safety Partnership Board, and at an operational level by its Tasking and Tactical Co-Ordination Group and the districtwide Problem Solving Group. This agreement covers, and complements, all the existing approaches the CSP uses to achieve its objectives (e.g. Strategic Assessments, ECINS database, Integrated Offender Management Scheme (IOM), Multi Agency Referral Unit (MARU), Multi Agency Safeguarding Hub (MASH) and Problem Solving Group meetings etc). However, it may be necessary to create additional specific information sharing agreements for new initiatives that may emerge in the future.

## 2. POLICY STATEMENTS AND PURPOSE

2.1 The objectives of the CSP and its problem solving group are to work together to:

- Address issues of crime, disorder and anti-social behaviour in South Cambridgeshire by focussing understanding the main issues surrounding offender, victim or location, and understanding causes of crime;
- Make best use of the legislation and other tools available to swiftly address and prevent crime, offending and anti-social behaviour.

2.2 To meet these objectives, it is essential for members of these groups to share information. The purpose of this agreement is to enable the flow of information between partners in order to:

- Prevent offending;
- Reduce re-offending;
- Maintain safety and public order;
- Reduce crime, disorder, anti-social behaviour and the fear of crime;
- Contribute to correctly referring any safeguarding issues;
- Contribute to correctly referring to any Counter Terrorism/Prevent issues;
- Contribute to the “Think Family” approach (a holistic approach to providing early help) where appropriate to the above.
- Operate a “Think Communities” approach to place based working that involves communities more directly and enables community driven action.

2.3 This document will facilitate the sharing of information, including personal and sensitive data between the public, private and voluntary sectors.

2.4 On occasion, information will be shared between all the CSP partner organisations listed if it is of interest to them because they too have or will have an involvement with the person/s concerned.

2.5 It may not be necessary to share information with all the partner organisations listed all of the time because they are not, or will not, be involved with the person/s concerned. Information will only be shared with partners where appropriate and necessary and in a manner that is GDPR compliant.

### Purpose of this agreement

2.6 This Information Sharing Agreement is based upon, and is compliant with, the 2017 Cambridgeshire Information Sharing Framework (CISF). In conjunction with the guidance it aims to:

- Guide organisations on how to share personal information lawfully;
- Explain the security and confidentiality laws and principles of information sharing;
- Increase awareness and understanding of the key issues;
- Support a process that will monitor and review all information flows;
- Encourage flows of information;
- Protect organisations from accusations of wrongful use of personal data;
- Identify the legal basis for information sharing.

2.7 The information shared will be that which is required for the consideration of interventions in the management of the Crime and Anti-Social Behaviour processes. Additionally, partners will already be aware that information sharing is vital regarding their duties to ensure the safeguarding of children and safety of their staff and employees, as well as supporting national and regional counter terrorism/Prevent work.

## 3. PARTNERS

3.1 This agreement is between the partners listed in Appendix 1. A copy of the agreement containing signatures from each partner will be held by the Community Safety Officer at South Cambridgeshire District Council.

3.2 Individuals from each partner who are involved in information sharing should understand that they have a personal responsibility for the safekeeping of any information they obtain, handle, use and disclose. A breach of this agreement may lead to disciplinary or even criminal proceedings in extreme cases.

3.3 Individuals should uphold the general principles of confidentiality, follow the guidelines set out in this agreement and seek advice when necessary.

### Changes to the agreement

3.4 If a new partner joins the agreement, the SPOC in each CSP agency will be notified as soon as possible to ensure that they are aware they can share information with the new partner.

3.5 If a partner withdraws from this agreement they will give at least one month's notice. The SPOC in each agency will be notified within seven days of the withdrawal so all partners are aware they should no longer share information under this agreement. Partners who are no longer part of the CSP will still be bound by this agreement in relation to the information previously shared under it, and must destroy and delete any material which has been obtained according to this contract.

## 4. BASIS FOR SHARING

4.1 Each partner organisation is responsible for the legal basis on which they disclose (and otherwise process) information, and should make sure they have a legitimate and lawful reason for doing so which has regard for and ensures compliance with the Data Protection Act (DPA) 2018 and the General Data Protection Regulation (GDPR).

4.2 Appendix 3 lists the legal framework and the legitimising circumstances for sharing information for the purposes set out in this agreement. **In most cases the reason for sharing information will be to reduce crime and disorder and/or to address potential safeguarding issues.**

4.3 Each partner is responsible for how they will record the instances of sharing information in order to provide evidence that this is in accordance with the above legal framework. Secure emails and meeting notes can contribute to this record keeping, but partners may also wish to update the specific case files (including the ECINS system where used) to record what information they shared and who with.

### Consent

4.4 The sharing of information under this agreement is not reliant upon the consent of data subjects. In many cases it is desirable that the processing of such data takes place with discretion, since the disclosure of the fact of specific processing may inhibit the legitimate aims of the CSP. The DPA 2018 and GDPR recognises this fact and allows for processing to take place in certain circumstances, as stipulated in this agreement.

4.5 However, all partners agree that the publication of this document is in the public interest, and wherever possible, fair processing notices and / or privacy statements will be made available to individuals at the point of data collection.

## Privacy Impact Assessment

4.6 The sharing of personal data under this agreement is intended to have a positive impact on the community in general, and also on the individuals concerned. However, there are risks involved with sharing personal data in any circumstance, and in the following specific ways under this agreement.

4.7 The data shared is likely to be sensitive, therefore this agreement reflects the need for secure practices between the partners and by each partner separately to reduce the risk of inappropriate disclosure, through the use of privacy statements where appropriate.

4.8 Due to the large number of partners in this agreement, the primary emphasis is on each organisation to be responsible for their own processes, to be compliant with the relevant legislation, and to encourage each other to meet the highest standards with regards to information sharing.

4.9 The individuals affected by the data sharing are likely to be from identified vulnerable groups. There are no expected additional risks because of this, but the review period is set to be more frequent to allow for this aspect to be assessed regularly.

## 5. PROCESS OF SHARING INFORMATION

### Roles and Responsibilities

5.1 All partners to this agreement must appoint Specific Points of Contact (SPOC) – see **Appendix 1**. The SPOC within each organisation will be the first port of call for questions about the agreement. If there is a problem, such as a potential information security breach, the relevant SPOC must be contacted.

5.2 Each partner will authorise individuals from their organisation to represent them in the task groups/problem solving groups/CSP Board, and ensure these individuals understand the principles of the the DPA 2018 and GDPR, and are fully aware of this agreement and the CISF.

5.3 Partners will ensure that only properly authorised persons will have access to the information shared under this agreement. Anyone who has any doubts regarding their responsibilities under this agreement should contact their SPOC.

5.4 An overview of how information is shared is at Appendix 4

## Information to be shared

5.5 All agencies and organisations listed will share personal data on a case by case basis when the sharing of information is assessed as necessary due to the nature of the offending or the extent of harm caused to victims and/or communities.

Partners should take a positive approach to sharing information, ensuring it is justified and necessary to (i) prevent and/or reduce crime, disorder, anti-social behaviour and the fear of crime, (ii) safeguard children, and (iii) maintain safety of staff and officers (iv) in the case of terrorism, national security and safety. The following table lists examples of the type of data that will be typically shared between partners.

Partner	What data will generally be shared on a regular basis
South Cambridgeshire District Council	<ul style="list-style-type: none"> <li>• Any Information recorded on recording systems used within South Cambridgeshire District Council and other databases that are in place amongst the organisations listed for the purposes of recording incidents, contacts and interaction with Council services</li> <li>• Copies of Incident Log Sheets submitted to South Cambridgeshire District Council and other CSP agencies</li> <li>• Copies of any warning letters, notices, legal or other action taken in relation to an individual who resides or frequents any area of South Cambridgeshire in relation to the use of his/her household and other conditions implemented as part of the contract/order</li> <li>• Information on individuals or families who have received a Notice of Seeking Possession (NOSP), issued with a Starter Tenancy or have any conditions attached to their tenancy due to incidents of anti-social behaviour</li> <li>• Information on family backgrounds, dynamics and associations</li> <li>• Information on orders/agreements either obtained, pending or under consideration regarding the area of South Cambridgeshire (Mediation, Restorative Justice, Acceptable Behaviour Contracts, Undertakings, Injunctions, Public Spaces Protection Orders, Community Protection Notices, Possession proceedings)</li> </ul>
Cambridgeshire County Council	<ul style="list-style-type: none"> <li>• Information on family backgrounds, dynamics and associations</li> <li>• Information, either personal or non-personal (e.g. mapping data) recorded on recording systems used and other databases that are in place amongst the organisations listed for the purposes of recording information of contacts and incidents</li> <li>• Information on the impact, engagement and outcomes of interventions</li> </ul>
Cambridgeshire Constabulary	<ul style="list-style-type: none"> <li>• Details of criminal behaviour or anti-social behaviour involving a victim, offender or location in order to prevent or detect crime and disorder or identify vulnerable victims and perpetrators</li> <li>• details from police records of incidents of disorder or anti-social behaviour, or action such as Guardian Awareness Programme referral (GAP), Anti-Social Behavioural Contract (ABC), Restorative Justice, or Anti-Social Behavioural Orders(Acceptable Behaviour Contracts, Undertakings, Injunctions, Public Spaces Protection Orders, Community Protection Notices, Dispersals, Criminal Behaviour Orders)</li> <li>• A Community Resolution, Penalty Notice for Disorder,</li> </ul>

	<p>Caution or charge of a person for an offence and any relevant previous offending history</p> <ul style="list-style-type: none"> <li>• Evidence relating to any drug conviction/caution.</li> <li>• Copies of statements made to the police by third parties where written permission has been provided by the statement maker for that statement to be disclosed for use in civil proceedings</li> <li>• Crime or disorder associated with offending and numbers and characteristics of those receiving reprimands, final warnings and prosecutions</li> <li>• Victims of offending where consent has been obtained to being contacted by partner agencies</li> </ul>
<p>Cambridgeshire Fire and Rescue Service</p>	<ul style="list-style-type: none"> <li>• Information, recorded on recording systems used and other databases that are in place and listed for the purposes of recording information of contacts and incidents</li> <li>• Information on the impact, engagement and outcomes of interventions</li> <li>• Information on family backgrounds, dynamics and associations</li> </ul>
<p>BeNCH CRC (the Bedfordshire, Northamptonshire, Cambridgeshire and Hertfordshire Community Rehabilitation Company Limited)</p>	<ul style="list-style-type: none"> <li>• Information on the impact, engagement and outcomes of interventions</li> <li>• Information on family backgrounds, dynamics and associations</li> <li>• Information on assessments of need and criminogenic factors</li> </ul>
<p>Housing Associations &amp; Registered Social Landlords (see Appendix 1)</p>	<ul style="list-style-type: none"> <li>• Any Information recorded on recording systems used within the Registered Social Landlord and other databases that are in place amongst the organisations listed for the purposes of recording incidents, contacts and interaction with Council services</li> <li>• Copies of Incident Log Sheets submitted to the Registered Social Landlord and other CSP agencies</li> <li>• Copies of any warning letters, notices, legal or other action taken in relation to an individual who resides or frequents any area of South Cambridgeshire in relation to the use of his/her household and other conditions implemented as part of the contract/order</li> <li>• Information on individuals or families who have received a Notice of Seeking Possession (NOSP), issued with a Starter Tenancy or have any conditions attached to their tenancy due to incidents of anti-social behaviour</li> <li>• Information on family backgrounds, dynamics and associations</li> <li>• Information on orders/agreements either obtained, pending or under consideration regarding the area of South Cambridgeshire (Mediation, Restorative Justice, Acceptable Behaviour Contracts, Undertakings, Injunctions, Community Protection Notices)</li> </ul>
<p>Youth Offending Service</p>	<ul style="list-style-type: none"> <li>• A Community Resolution, Caution or charge of a person for an offence; and any relevant previous offending history</li> <li>• Information on the impact, engagement and outcomes of</li> </ul>

	<p>interventions</p> <ul style="list-style-type: none"> <li>• Information on family backgrounds, dynamics and associations</li> <li>• Information on assessments of need and criminogenic factors</li> </ul>
Schools and Academies	<ul style="list-style-type: none"> <li>• Information on family structure, backgrounds, dynamics and associations</li> <li>• Information on the impact, engagement and outcomes of interventions</li> <li>• Information relating to attendance and behaviour</li> <li>• Any information recorded on recording systems used for the purposes of recording incidents, contacts and interaction with the school/academy (including parents/carers)</li> </ul>
Support agencies (See Appendix 1)	<ul style="list-style-type: none"> <li>• Information on family structure, backgrounds, dynamics and associations</li> <li>• Information on the impact, engagement and outcomes of interventions</li> </ul>

## Data Quality

5.5 All partners to this agreement are responsible for the quality of the data they share. Additional context should be given, when necessary, to ensure that the interpretation of the information asked for is accurate by those who have requested it.

5.6 Where a complaint is received about the accuracy of personal data shared, it is the responsibility of the partner who shared the information to investigate, and to update all partners as to the outcome. All partners agree to ensure that such updates are actioned, and inaccurate data is destroyed.

## Constraints on the use of information

5.7 Information shared between partners must not be disclosed to any third party without the written consent of the partner that provided the information. For the purposes of this agreement, approval for such sharing lies with the SPOC of the originating organisation.

5.8 Information shared under this agreement should not be used by receiving partners for any other purpose than those set out by the agreement. Information received by each agency must be securely disposed of when it is no longer required for the purpose for which it is provided.

5.9 Partners must ensure they have adequate measures in place to keep information secure, according to The DPA 2018, GDPR and the CISF.

## Transfer of Information

5.10 The CISF provides details of the overall security standards required of participating organisations to manage the information they receive from other parties under this agreement. These must be respected by all signatories.

5.11 All partners to the agreement will comply with, and apply, protective markings according to the Government Protective Marking Scheme. This includes the accompanying stipulations on how information at particular Impact Levels must be communicated.

5.12 It is anticipated that the majority of data shared for the purposes set out above will primarily be carried out through the various CSP meetings, and the meeting notes will record that data was shared. Often it is likely that information may be shared verbally by telephone, or by e-mail, outside of a meeting to enable

agencies and officers to take swift action, where there is a need to share outside of the meetings in this way, the following steps will be taken by partners:

- If sharing data verbally, including via the telephone, partners should ensure they are in a secure situation where there is no risk of information being overheard or intercepted
- Emails containing personal data must be sent via a secure network or in a password-protected attachment
- Hard-copy documents must be sent via recorded delivery, and the sending partner should ensure that all documents arrive safely
- If you have a query regarding a case or wish to information share by email send it to [Community.Safety@scambs.gcsx.gov.uk](mailto:Community.Safety@scambs.gcsx.gov.uk)

5.13 Partners are expected to keep a record of where they share personal data outside of meetings, in line with their own best practices. In most cases this will be in the specific case file or on the ECINS system, but may be through meeting notes or case files held by each organisation.

## Information Retention and Disposal

5.14 Partners undertake that information shared under the agreement will only be used for the specific purpose for which it was requested. It must not be used for any other purpose outside of this remit. In each case, the originating organisation remains the primary owner and record keeper for the information shared. Where material is edited by the receiver, they must make it clear it is an altered copy.

5.15 Information retained for the purposes of the CSP is to ensure an accurate record of the work of the CSP and its task groups, it does not replace the original data shared by partners. The retention period for the records of the CSP is 18 months from the case being closed. At the end of the retention period, all partners agree that records containing personal data will be securely destroyed or deleted. De-personalised records may be kept for longer periods if required, but only if there is no risk of identification of data subjects.

## 6. FURTHER REQUIREMENTS

### Incident Reporting

6.1 In the event of a data breach, or 'near-miss' incident, involving information shared under this agreement, the affected organisation will notify all other partners. The affected organisation, in conjunction with the partner that provided the information, will be responsible for managing the incident.

### Requests for Information

6.2 Any Subject Access Request, or request under the Freedom of Information legislation, should be dealt with by the party to which it refers. In the case of requests specifically referring to the CSP as a whole, and where no specific partner is identified, SCDC will own the request.

6.3 All partners are expected to support transparency in public services and to provide support for other partners fully in responding to requests for information.

### Review of the Agreement

6.4 This Information Sharing Agreement will be reviewed by SCDC periodically, in the event of a data breach incident, or at such time as the Chair of the CSP or the Tasking & Tactical Co-ordination Group deems a review necessary.

6.5 Partners agree to update the details of their SPOC where necessary, within a month of any changes taking place, and that a change to Appendix 1 will not be seen as a review or substantive change to the agreement.

### **Indemnity**

6.6 Any partner found to be in breach of the law relating to the processing of information covered under this Agreement will accept total liability for a breach of this Information Sharing Agreement should legal proceedings be served in relation to the breach.

# APPENDICES

## Appendix 1: Partners, Signatories and Specific Point of Contact

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 are sufficient to meet the purpose of this agreement.

Signatories must also ensure that they comply with all relevant legislation and with the provisions set out in the **Cambridgeshire Information Sharing Framework**.

Organisation	CSP Board Member?	Lead Signatory Name & Role	2018 Signature form returned	Specific Point of Contact (SPOC) for this agreement	Cambridgeshire ECINS users
South Cambridgeshire District Council	Yes	- Head of Service		Community Safety Officer or Jo Brooks – Information Governance Manager	YES
Cambridgeshire County Council	Yes	Adrian Chapman-Service Director		Elaine Matthews - Strengthening Communities Service Manager, People and Communities Directorate	YES
Cambridgeshire Fire & Rescue Service	Yes	– Area Commander, Community Safety and Resilience		Ed Miller - Station Commander - Community Risk Manager, Adult Safety	YES
The Bedfordshire, Northamptonshire, Cambridgeshire and Hertfordshire Community	Yes	Neil Moloney – Chief Executive			NO

Rehabilitation Company Limited (BeNCH CRC)					
Cambridgeshire Constabulary	Yes			Insp. Paul Rogerson	YES
Clinical Commissioning Group					
Voluntary Sector Representative					
RSL: Abbeyfield	NO	Awaiting details		A Osborne	NO
RSL: Accent Housing	NO	Keith Bowman- Tenancy Sustainability Manager		Toyah Thomas- Housing Officer	YES
RSL: BPHA	NO	George Parkinson- Head of Service		Philippa Spratley-Head of Governance	YES
RSL: Cambridge Cottage Housing	NO	Mike Oldfield – Director & Secretary		Maxine Rustem – Housing Manager Hilary Whipp – Finance Manager	NO
RSL: Cambridge Housing Society	NO	Helen Tonks- Head of Housing and Customer Services		David Bailey- Housing Manager	
RSL: Clarion Housing Group	NO	Sue Tuckwood- Neighbourhood Officer		Chris Scarfe- Neighbourhood Officer	
RSL: Cotman Housing Association	NO	Amanda Parnell- Operations Manager		Joel Woolley	
RSL: Flagship	NO	Awaiting details		Awaiting details	

RSL: Hanover Housing	NO	Alison Seymour- Regional Manager		Sheila Cayton- Estate Manager	NO
RSL: Hastoe Housing	NO	Awaiting details		Awaiting details	
RSL: Hundred Housing- Association	NO	Awaiting details		Awaiting details	
RSL: Guinness Trust	NO	Awaiting details		Awaiting details	
RSL: King Street Housing Society (Part of Aldwyck Housing Group)	NO	Stephen Rosser- Head of Legal & Governance)		Janice Blake- Head of Operations	
RSL: Luminus Group	NO	AWAIT APPROPRIATE CASE BEFORE SIGNING			NO
RSL: Metropolitan Housing Trust	NO	Jon Maxwell- Director or Local Services		Kelly Fox	
RSL: Papworth Trust	NO	Ann Brookes- Regional Operations Manager		Ian Cunningham- Housing Manager	NO
RSL: Paradigm Housing	NO	Amanda Tattershall- Tenancy Intervention Advisor		Samantha Whitbread- Housing Officer	NO
RSL: Sanctuary Housing	NO	Awaiting details		Awaiting details	NO
RSL: Stonewater Housing	NO	Sharon Blackmore- ASB Officer		Louise Swainland	NO
RSL: Suffolk Housing Society	NO	Rob Longfoot- Housing Services Manager		Kirstie Banham/ Christine Brown (job share)	NO
Cottenham Village College	NO				NO

Linton Village College	NO	Shahla Matatazzo- DSL, Assistant Principle		Nichola Addley- DSD, Safeguarding Officer	NO
Sawston Village College	NO	Awaiting details		Awaiting details	
Swavesey Village College (part of Cambridge Meridian Academies Trust)	NO	Hannah Turner- Assistant Principle		Ali Williamson- (SSA&CP)	NO
Support Agency: John Huntingdon's Charity	NO	Jill Hayden- Charity Manager		Sarva Babla- Support service Co-Ordinator	YES
Romsey Mill	NO	Mike Farrington		Jon Sanders	NO
Support Agency: CENTRA	NO	Awaiting details		Awaiting details	
Support Agency: Counting Every Adult	NO	Tom Tallon- Service Manager		Marie Ludlam- Co-ordinator	YES
Support Agency: Inclusion	NO	AWAIT APPROPRIATE CASE BEFORE SIGNING		Matthew Ryder	NO
Support Agency: MIND	NO	Awaiting details		Awaiting details	
Support Agency: CPFT District Nursing Team	NO	Awaiting details		Awaiting details	
Support Agency: Riverside Floating Support	NO	Awaiting details		Awaiting details	
National Probation Service	NO	Awaiting details		Awaiting details	

## Appendix 2: Cambridgeshire Information Sharing Framework - Reference Documents

Cambs Information Sharing...	Purpose	Hyperlink
<ul style="list-style-type: none"> <li>Framework</li> </ul>	<p>The umbrella agreement signed up to by the leaders of participating organisations. Sets out the standards that participating organisations will adhere to when sharing information.</p>	<p><a href="http://data.cambridgeshire.gov.uk/data/information-management/info-sharing-framework/cambs-information-sharing-framework.pdf">http://data.cambridgeshire.gov.uk/data/information-management/info-sharing-framework/cambs-information-sharing-framework.pdf</a></p>
<ul style="list-style-type: none"> <li>Guidance</li> </ul>	<p>Advice on how to identify when an activity is information sharing, and guidance on how the Framework can help with those activities. Good practice.</p>	<p><a href="http://data.cambridgeshire.gov.uk/data/information-management/info-sharing-framework/cambs-information-sharing-guidance.pdf">http://data.cambridgeshire.gov.uk/data/information-management/info-sharing-framework/cambs-information-sharing-guidance.pdf</a></p>
<ul style="list-style-type: none"> <li>Agreement Template</li> </ul>	<p>Template for information sharing agreements under the umbrella of the wider Cambridgeshire Information Sharing Framework. Setting the parameters for specific information sharing activities between particular groups of organisations.</p>	<p><a href="http://data.cambridgeshire.gov.uk/data/information-management/info-sharing-framework/cambs-information-sharing-agreement-template.doc">http://data.cambridgeshire.gov.uk/data/information-management/info-sharing-framework/cambs-information-sharing-agreement-template.doc</a></p>
<ul style="list-style-type: none"> <li>Contacts</li> </ul>	<p>The lead information sharing officers in each participating organisation. Available to advise on the application of the framework and on information sharing more generally.</p>	<p><a href="http://data.cambridgeshire.gov.uk/data/information-management/info-sharing-framework/cambs-information-sharing-contacts.doc">http://data.cambridgeshire.gov.uk/data/information-management/info-sharing-framework/cambs-information-sharing-contacts.doc</a></p>
<ul style="list-style-type: none"> <li>Charter</li> </ul>	<p>A leaflet informing the public about Cambridgeshire's Information Sharing Framework and the benefits to them.</p>	<p><a href="http://data.cambridgeshire.gov.uk/data/information-management/info-sharing-framework/cambs-information-sharing-charter.pdf">http://data.cambridgeshire.gov.uk/data/information-management/info-sharing-framework/cambs-information-sharing-charter.pdf</a></p>

## Appendix 3: Summary of legislative powers to share information

Legislation	Section Description
The Data Protection Act 2018	<b>Schedule 2, Part 1, 2 (1)</b> which permits data sharing for (a) the prevention or detection of crime, (b) the apprehension or prosecution of offenders, or (c) the assessment or collection of a tax or duty or an imposition of a similar nature; <b>and 5 (2)</b> permits the disclosure of personal data where such disclosure is required by an enactment, a rule of law or an order of a court or tribunal
The General Data Protection Regulation (GDPR)	New general data processing rules relating to: <b>Article 6 (c)</b> – processing to fulfil legal duties (e.g. court orders); <b>Article 9 (g)</b> – processing special category data (sensitive data) for reasons of substantial public interest; <b>Article 23 (d)</b> – allows for specific processing for prevention, investigation, detection or prosecution of criminal offences.
The Human Rights Act 1998	<b>Article 8</b> - Article 8 of the Convention gives everyone the right to respect for his private and family life, home and correspondence, and is especially relevant when sharing personal data. Article 8 is not an absolute right - public authorities are permitted to interfere with it when it is lawful and proportionate to do so.
The Crime and Disorder Act 1998	<b>Section 17</b> – duty of each authority to exercise its functions with due regards to the likely effect of the exercise of those functions, and the need to do all that it reasonably can, to prevent crime and disorder in its area. <b>Section 115</b> – any person who apart from this section would not have power to disclose information to a relevant authority or to a person acting on behalf of such an authority, shall have the power to do so in any case where the disclosure is necessary or expedient for the purposes of this act.
Common Law Duty of Confidence	The duty of confidence falls within common law as opposed to statutory law and derives from cases considered by the courts. There are three categories of exception: <ul style="list-style-type: none"> <li>• Where there is a legal compulsion to disclose.</li> <li>• Where there is an overriding duty to the public.</li> <li>• Where the individual to whom the information relates consented.</li> </ul> Partners should consider which of these conditions are the most relevant for the purposes of an agreement.
The Children Act 2004	<b>Section 10</b> – promote co-operation to improve wellbeing. <b>Section 11</b> – arrangements to safeguard and promote welfare.
Police Act 1996	<b>Section 30(1)</b> - gives constables all the powers and privileges of a constable throughout England and Wales. <b>Section 30(5)</b> - defines these powers as powers under any enactment whenever passed or made. These powers include investigating and detecting crime, apprehension and prosecution of offenders, protection of life and property and maintenance of law and order. Under the Police Reform Act 2002, the Chief Constable can delegate certain powers to police staff.
Police and Justice Act 2006	Enhances the provisions of the Crime and Disorder Act 1998 Section 6 and 6a <b>Formulation and implementation of strategies</b>

## Appendix 4: Information Flowchart

