



Derbyshire Constabulary

INFORMATION SHARING AGREEMENT
FOR
ANTI SOCIAL BEHAVIOUR (ASB)

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1.2 (final)	May 2012	Issued	Partner list amended – De Montfort Housing Society added. Section 11 partner signatory block removed. Partners will demonstrate acceptance by signing covering letter.
1.2 (final)	April 2013	Issued	Partner list amended – Great Places Housing Group added.
1.2 (final)	May 2013	Issued	Partner list amended – Arcon Housing Association added.
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1.2 (final)	March 2014	Issued	Partner list amended – Three Valley's Housing changed to EMH Housing and Regeneration Limited.
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1.2 (final)	March 2015	Issued	Partner list amended – Derventio Housing Trust added.
2.0 (draft)	May 2015	DRAFT	New provisions in the Anti-Social Behaviour, Crime and Policing Act 2014
2.0 (final)	November 2015	Issued	New provisions in the Anti-Social Behaviour, Crime and Policing Act 2014
2.0 (final)	July 2016	Issued	Partner list amended 1. Chevin Housing changed to Together Housing 2. Futures Homescape changed to Futures Housing Group
2.0	April 2018	Issued	Partner list amended – Peaks and Plains Housing Trust added.

Introduction

This is an agreement between Derbyshire Constabulary and the partner organisations listed within this agreement, to share information for the purpose of addressing anti-social behaviour within Derbyshire.

This agreement has been created in accordance with the framework and principles set out in the Derbyshire Partnership Forum Information Sharing Protocol.

Across Derbyshire, agencies are working together through Community Safety Partnerships (CSPs) to address anti-social behaviour (ASB), which continues to be a priority for residents and all community safety partners.

ASB covers a wide range of unacceptable activity that causes harm to an individual, to their community or to the environment. The complex nature of ASB means that agencies must work together to bring perpetrators to justice and provide the right level of support for victims.

Derbyshire Safer Communities Board ('the SCB') recognises that ASB impacts negatively on the quality of life of people, both young and old, in our communities.

This agreement identifies the arrangements under which the partners will share information in order to enhance their joint approach to reduce ASB in Derbyshire and make our communities safer as a result.

The information sharing arrangements for the purpose of the Community Trigger are contained within the Derbyshire Community Trigger Practitioner Guidance published by Derbyshire Safer Communities Board and Derby City Council. Those arrangements are not within the scope of this information sharing agreement.

1. Partners, and Partner Responsibilities

1.1 Partners

Amber Valley Borough Council
Bolsover District Council
British Transport Police
Chesterfield Borough Council
Derby City Council
Derbyshire Constabulary
Derbyshire County Council
Derbyshire Dales District Council
Derbyshire Fire and Rescue Service
Derbyshire, Leicestershire, Nottinghamshire & Rutland Community Rehabilitation Company
East Midlands Crown Prosecution Service
Erewash Borough Council
High Peak Borough Council
National Probation Service
North East Derbyshire District Council
South Derbyshire District Council

Arcon Housing Association
Asra Housing Group
Bromford Living
Dales Housing Ltd
De Montfort Housing Society
Derby Homes
Derwent Living
Derventio Housing Trust
EMH Housing and Regeneration Limited
Equity Housing Group
Framework Housing Association
Friendship Care and Housing
Futures Housing Group
Great Places Housing Group
Guinness Partnership
Home Housing Association
Johnnie Johnson Housing Trust
Metropolitan
NACRO Housing Resettlement Service – Derbyshire & South Yorkshire
Nottingham Community Housing Association
Peaks and Plains Housing Trust
Riverside
Rykneld Homes
Salvation Army Housing Association
South Yorkshire Housing Association
Stonewater Ltd
Together Housing
Trent & Dove Housing
Trident Housing
Tuntum Housing Association
Affinity Sutton Housing Association

1.2 Responsibilities

1.2.1 It will be the responsibility of each signatory to ensure that:

- realistic expectations prevail from the outset;
- compliance issues that may arise are dealt with consistently;
- ethical standards are maintained;
- a mechanism exists by which the flow of information can be controlled;
- appropriate training is provided;
- adequate arrangements exist to test adherence to this agreement and that data protection and other relevant legislative requirements are met.

2. Purpose

2.1 The purpose of this agreement is to identify the arrangements under which Partner agencies will share information to implement appropriate strategies to address, reduce and where possible eliminate anti-social behaviour.

2.2 Partners to this agreement will share information to achieve the following objectives:-

- the recording of incidents of anti-social behaviour;
- the identification of locations where anti-social behaviour occurs;
- the identification, apprehension and prosecution of individuals who are perpetrators of anti-social behaviour;
- the provision of appropriate support and protection to victims of anti-social behaviour;
- the assessment of risk to victims;
- the identification of support strategies for perpetrators.

2.3 The purpose of this information sharing agreement is consistent with the 'Policing Purposes' as defined in the Code of Practice for the Management of Police Information as follows:

- protecting life and property;
- preserving order;
- preventing the commission of offences;
- bringing offenders to justice;
- any duty or responsibility of the police arising from common or statute law.

3. Information to be shared

3.1. Depersonalised Data

3.1.1 Depersonalised information is defined as any information from a database, which is provided in a format where it is no longer possible to identify an individual.

3.1.2 Whenever possible the use of depersonalised information should be considered. This may assist with strategic planning processes with the partners of this Information Sharing Agreement and provide quantitative information to the County, City or Community Safety Partnerships (CSPs).

3.1.3 Safer Derbyshire Research and Information Team and Derby City Community Safety Department will normally be requiring the information on behalf of the CSPs.

3.1.4 The following are examples of depersonalised information may be shared:-

- Derbyshire Constabulary recorded crime statistics
- Derbyshire Constabulary calls for service
- Derbyshire Constabulary advice, nuisance, warning letters
- Other agencies advice, nuisance, warning letters
- Local Authority ASB statistics
- Housing ASB statistics
- National Probation Service ASB statistics
- Youth Offending Service ASB statistics
- Derbyshire Fire and Rescue Service statistics
- Derbyshire County Council bullying, truancy, exclusion and racial incident data
- Local Authority planning (Areas where housing estates are being/considered for construction)
- British Transport Police crime and incident data
- Locations of projects providing opportunities as diversionary activities to reduce crime and disorder.

3.1.5 The following criteria will apply:-

- no attempt must be made to identify an individual through the provision of depersonalised information
- data must not be released to those with a commercial interest in their use unless permissible by law
- arrangements must be made for the secure storage of such data
- information must be destroyed when it is no longer required
- verification will be made that the information does not conflict with corporate statistics generated by the relevant partner.

3.2. Personal Data

3.2.1 It is recognised that for the purposes of this agreement, it is necessary for Partners to share information, which constitutes 'personal data' and 'sensitive personal data' under the provisions of the Data Protection Act 1998 as defined at Appendix A.

3.2.2 Police

- conviction information to support any agreed partner action which is to be taken, only where the conviction information is relevant to the current ASB.
- relevant incident details and calls for service
- evidence to support court proceedings,
- victim/witness details, where the consent of the individual has been obtained
- juvenile reprimands and final warnings.

3.2.3 Local Authority

- incidents, reports of tenant nuisance and harassment
- incident diaries (provided to the witness to write down and collate ongoing evidence)
- statements of evidence from witnesses, including professional witnesses and Councillors
- evidence to support court proceedings
- victim/witness details, where consent of the individual has been obtained
- any records of incidents of crimes/anti-social behaviour against staff
- community intelligence, where consent has been obtained.

3.2.4 Housing Providers

- incidents, reports of tenant nuisance and harassment
- incident diaries (provided to the witness to write down and collate ongoing evidence)
- statements of evidence from witnesses, including professional witnesses and Councillors
- victim/witness details, where consent of the individual has been obtained
- statements of evidence of Housing Officers
- community intelligence , where consent has been obtained
- any records of incidents of crimes/anti-social behaviour against staff.

3.2.5 Fire Service

- details of individuals involved with 'Firesafe'
- evidence to support court proceedings
- relevant incident details and calls for service
- victim/witness details, where consent of the individual has been obtained
- any records of incidents of crimes/anti-social behaviour against staff.

3.2.6 Derbyshire County Council

- evidence of intervention work
- supervision status
- evidence to support court proceedings
- information to inform assessment of risk of serious harm and risk management strategies
- release from custody/licence information
- any records of incidents of crimes/anti-social behaviour against staff.
- information on a young person's individual circumstances i.e. whether or not they are in a particular vulnerable/target group, e.g. teenage mother and details of other professionals/organisations supporting them.

Either at, or before, multi-agency case discussion meetings, the following information may be shared:-

- assessment of individual and family circumstances
- information on type of intervention work with the individual
- other relevant contributory factors that are considered affecting behaviour statements of evidence from witnesses, including professional witnesses and Councillors
- any records of incidents of crimes/anti-social behaviour against staff.

3.2.8 National Probation Service

- basis of contact - order or licence and the conditions or requirements attached such as restrictions, prohibitions, curfew, rehabilitative requirement and timescales such as release dates, order/licence expiry dates, registration periods
- conduct and response to supervision including interventions being used in the sentence plan and breach or other enforcement proceedings
- information (not including OASys or court reports) to inform assessment of risk of serious harm and risk management strategies - not including third party information
- information about diversity needs such as mental ill health or disability or other vulnerabilities, any caring responsibilities and dependants
- records of incidents of crimes/anti-social behaviour against staff.
- identified dependencies such as alcohol or psychoactive substances
- information on type of intervention work with the individual
- other relevant contributory factors that are considered affecting behaviour

3.3 How data will be shared

3.3.1 Partner agencies will share personal data as part of either or all of the following:

- an initial assessment;
- one to one discussions;
- multi-agency strategy or action meetings;
- specific disclosures to support enforcement action
- ECINS (Multi-agency ASB case management system)

3.4 How data will be used

3.4.1 Data shared under this agreement will be used to consider anti-social behavior or crime and disorder activities of an individual/group/address and to develop appropriate strategies to address those activities. The agreed strategies may include any one or combination of the following:-

Early and informal interventions

- Verbal or written warnings
- Community Resolution
- Mediation
- Acceptable Behaviour Contract
- Parenting Contract

Formal interventions

- Civil Injunction
- Criminal Behaviour Order
- Police dispersal powers
- Community Protection Notice
- Public Spaces Protection Order
- Closure powers
- Parenting Order
- Absolute grounds for possession
- to seek a Notice of Seeking Possession Proceedings (NOSP) (as defined by Section 83 of the Housing Act 1985 as amended by the Housing Act 1996) and or monitor such a notice
- for gathering information for consideration of Notice to Quit proceedings. (NTQ) and or monitor such a notice
- for gathering information for consideration of demotion order (as defined by Section 8 of the Housing Act 1996) and or monitor such an order
- the re-housing of a victim of anti-social behaviour/crime and disorder including damage, burglary, intimidation
- to seek and or monitor a Child Safety Order (as defined by Section 11 Crime and Disorder Act 1998)
- to seek and or monitor a Child Curfew Order (as defined by Section 14 Crime and Disorder Act 1998)
- for the removal of truants to a designated premises (as defined by Section 16 Crime and Disorder Act 1998)

Housing applications

- Where an application for housing from an individual to a housing provider indicates that they, or other persons habitually resident with the applicant, have been subject to an ASB intervention by means of:-
 - confirmation an anti-social behaviour intervention (with the data subject's consent)
 - admission of a prospective applicant on tenancy application form (with the data subject's consent)
- in cases where a person moves their place of residence to another area within the county of Derbyshire, the lead officer may contact the relevant anti-social behaviour co-ordinators in the area where the person now resides in order that they are appraised of the ongoing situation.

4. Fair and Lawful Processing¹

4.1 Fair Processing

- 4.1.1 The information shared under the terms of this agreement must be processed fairly, taking into account any consequences of the processing to an individual, particularly where that processing may not be obvious to the individual.
- 4.1.2 The circumstances of each individual shall be considered on a case by case basis, and a realistic appraisal shall be undertaken of the likely impact of disclosure on the person the information is about and their likely reaction to it being shared.
- 4.1.3 Processing of an individual's personal data engages rights under Article 8 of the European Convention on Human Rights. This provides that 'Everyone has the right to respect for his private and family life, his home and his correspondence.' Whilst this right is not absolute, any interference with it must be justified. In order to justify interference, the Partners to this agreement will need to show that it is:
- in accordance with the law;
 - in the pursuit of a legitimate aim and
 - necessary in a democratic society.
- 4.1.4 Where it is necessary to co-ordinate the support of a number of Partners, this may be achieved through multi-agency meetings. Attendees will be asked to acknowledge their obligation in respect of confidentiality at the beginning of the meeting, and arrangements shall be made for such meetings to take place in a suitably secure venue, where discussions may not be overheard.
- 4.1.5 Information should not be disclosed to any persons who are not Partners identified within this agreement unless there is a lawful reason to do so, or if there are any

¹ Processing means obtaining, recording or holding the data or carrying out any operation or set of operations on the data. It includes organising, adapting and amending the data, retrieval, consultation and use of the data, disclosing and erasure or destruction of the data. It is difficult to envisage any activity involving data which does not amount to processing.

doubts that the conditions set out in this agreement have not been met, or may be breached.

4.2 Lawful Processing

4.2.1 The First Principle of the Data Protection Act 1998 states that:

Personal data must be processed fairly and lawfully and in particular, shall not be processed unless:

- a) at least one of the conditions in schedule 2 (of the act) is met **and**
- b) for sensitive personal data one of the conditions in schedule 3 is also met.

4.2.2 The Partners to this agreement will meet the requirements of Schedule 2 of the Data Protection Act 1998, for the processing of personal data by virtue of subsection 5b, as follows:

5b) for the exercise of any functions conferred on any person by or under any enactment.

4.2.3 In the case of sensitive personal data, the Partners to this agreement also meet a Schedule 3 condition by virtue of subsection 7b as follows:

7b) for the exercise of any functions conferred on any person by or under an enactment

4.2.4 The Police have a common law duty of care to protect the public and may share personal data where it is necessary to prevent harm.

4.2.5 Section 115 of the Crime and Disorder Act 1998 provides that any person can lawfully disclose information where necessary or expedient for the purposes of any provision of the Act, to a Chief Officer of police, a police authority, local authorities, probation service or health authority, even if they do not otherwise have this power. This power also covers disclosure to people acting on behalf of any of the above named bodies.

4.2.6 Section 5 of the Crime and Disorder Act 1998 identifies the authorities responsible for the formulation of strategies for the reduction of crime and disorder and drug misuse within local government areas. These include the district or county councils and Chief officers of Police in these areas. Registered Social landlords are required to co-operate with these responsible authorities in the formulation and implementation of these strategies.

4.2.7 The Anti-Social Behaviour, Crime and Policing Act 2014 introduced new powers to enable the police, local authorities and social landlords (local housing authorities and private registered providers of social housing/ housing associations) to tackle anti-social behaviour.

5. Conditions of Use of the information

- 5.1 Personal data obtained under this agreement may only be used for the agreed purpose set out at Section 2 above and must not be further processed in any manner incompatible with the identified purpose(s).
- 5.2 No secondary use or other use may be made unless the consent of the disclosing Partner is sought and granted.
- 5.3 The data must be treated as private and confidential and will not be divulged or communicated to any third parties without the written consent of the Partner that provided the information.
- 5.4 Access to the data will be restricted to those employees/agents of the Partners and approved by the nominated representative of each Partner to the agreement.
- 5.5 Where partners share information in meetings to determine strategies to address anti-social behaviour, appropriate records of decisions and actions to be taken shall be maintained.
- 5.6 Where Police information is required for evidential purposes to support specific formal interventions under this agreement, requests should be submitted to the relevant Partnership Officer using the form at Appendix B so that it can be provided in a suitable format for disclosure.

6. Information Quality

6.1 Standards

- 6.1.1 Information shared must be fit for purpose, which means that it must be adequate, relevant and not contain excessive detail which is beyond that required for the agreed purpose.
- 6.1.2 Information discovered to be inaccurate, out of date, or inadequate for the purpose must be referred to the originating Partner who will be responsible for correcting that data and notifying all other recipients of the information who must ensure that necessary corrections are made without delay.
- 6.1.3 Appropriate records will be kept to record the sources of information to provide for this.
- 6.1.4 Information shared should be relevant and not excessive. Officers and Partner agencies must be able to justify that each item of information to be shared is necessary to fulfil the purpose of the agreement.

7. Information Retention, Review and Disposal

7.1 Retention

- 7.1.1 Derbyshire Constabulary will manage the information obtained under this agreement in accordance with the Guidance on the Management of Police Information and the associated procedures in relation to review, retention and disposal of records will apply.
- 7.1.2 Statutory bodies will manage the information obtained under this agreement in accordance with their respective records management policies.

8. Information Security

8.1 General Requirements

- 8.1.1 Each Data Controller has obligations relating to the security of data in his control under The Data Protection Act 1998.
- 8.1.2 The Partners to this agreement acknowledge the security requirements of the Data Protection Act 1998 applicable to the processing of the information subject to this agreement.
- 8.1.3 Each Partner will ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 8.1.4 In particular, each Partner shall ensure that measures are in place to do everything reasonable to:
- make accidental compromise or damage unlikely during storage, handling, use, processing transmission or transport;
 - deter deliberate compromise or opportunist attack;
 - dispose of or destroy the data in a manner to make reconstruction unlikely;
 - promote discretion in order to avoid unauthorised access.
- 8.1.5 Access to information subject to this agreement will only be granted to those professionals who 'need to know' in order to effectively discharge their duties.
- 8.1.6 Any suspected breach or threat to the security of the information will be reported to all relevant Parties, via the designated officer without delay.
- 8.1.7 It is acknowledged that the Government Protective Marking Scheme applies to Police information.
- 8.1.8 Partners undertake to ensure that all of their staff are aware of their obligation to maintain the confidentiality of information provided by the Police and not to disclose information further.

8.2 Communications

- 8.2.1 Information will be primarily transferred electronically via approved secure Email connections.
- 8.2.2 In cases where information is being exchanged by telephone, the person giving the information will always confirm the identity of the person receiving the information by making the phone call via a Partner switchboard.
- 8.2.3 Facsimile transmissions will not normally be used to transfer protectively marked material between Partners under this agreement unless there is an urgent operational necessity. In those cases, the fax will only be transmitted when it is established that the recipient is present at its destination. It is good practice to have Partners' fax numbers located as a quick auto dial facility thus negating wrong dialling of numbers, and also to send a test fax before sending sensitive or personal information.

9. Management of the Agreement

9.1 Individual Rights to Access Information Shared (Subject Access)

- 9.1.1 Any person receiving a request for information under the provisions of the Data Protection Act 1998 or Freedom of Information Act 2000 must refer the request to the relevant official in the organisation in accordance with local policy and procedures and without delay.
- 9.1.2 Where a request for information includes that information provided by the Partner organisation, the originating organisation will be consulted in accordance with normal protocols.

9.3 Complaints Procedure

- 9.3.1 Complaints or breaches relative to this agreement should be notified to the designated Data Protection Manager of the relevant organisation in accordance with their respective policy and procedures.
- 9.3.2 Complaints from data subjects will be investigated first by the organisation receiving the complaint. Actions which affect other Partners will not be taken without the consent of all Partners to this agreement.
- 9.3.3 The signatories will give all reasonable assistance as is necessary to the relevant Data Controller to enable him to:
- comply with a request for subject access;
 - respond to an Information Notice served by the Information Commissioner;
 - respond to complaints from the data subject;
 - investigate any breach of the agreement.

9.4 Review of the agreement

9.4.1 This agreement will be reviewed annually.

9.5 Indemnity

9.5.1 Each Partner to this agreement will undertake to indemnify the other against any legal action arising from any breach of this agreement by any person working for or on behalf of its own organisation.

9.6 Termination of Agreement

9.6.1 Any Partner to this agreement may at any time in writing terminate the agreement if any Partner is in material breach of any obligation under the Agreement.

9.6.2 Written notice should be provided by either Partner regarding the termination of the agreement.

9.6.3 A Partner may suspend these arrangements in order to investigate and resolve any serious breach of this agreement.

9.6.4 Any such action will be notified in writing to the other Partner with immediate effect.

9.6.5 Partners will make every effort to resolve any dispute affecting the ability to share information under this agreement within 30 days.

9.6.6 The obligations of or confidentiality imposed on the Parties by this agreement shall continue in full force and effect after the expiry or termination of this agreement.

Appendix A Definitions

Personal Data

Data which relates to a living individual who can be identified;

a) from those data, or

b) from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller.

and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

Sensitive Personal Data

Sensitive Personal Data means personal data consisting of;

a) racial or ethnic origin of the data subject

b) political opinions

c) religious beliefs of other similar beliefs

d) trade union membership

e) physical or mental health

f) sexual life

g) commission of alleged commission of offences

h) any proceedings for any offence committed or alleged to have been committed by him, the disposal of such proceedings or the sentence of any court in such proceedings.

(Restricted when complete)

INFORMATION SHARING AGREEMENT FOR ANTI SOCIAL BEHAVIOUR – Appendix B

DERBYSHIRE CONSTABULARY

Request for Police Information

Purpose of Enquiry:	
What legal enforcement action are you considering?	
To avoid unnecessary repetition, please advise what police information is already known to you.	
To allow the police to prioritise your enquiry, please advise what specific information is sought and how this will support the purpose.	
Contact Details:	
Organisation	
Name	Telephone Number
Address	
ECINS Profile/Case Ref No. (If applicable)	Secure Email for response:

(Restricted when complete)

INFORMATION SHARING AGREEMENT FOR ANTI SOCIAL BEHAVIOUR – Appendix B

DERBYSHIRE CONSTABULARY

Request for Police Information

Subject of Enquiries			
Address details:			
House Number/Name			
Street			
Town			
Postcode			
Tenancy details: (
(include details of whom premises shared with, children, d.o.b.'s etc)			
Location of Incident			
Details of Person of Interest:			
Full Name			
Date of Birth		Gender	
Brief description of the nature of complaints being investigated:			
Please advise of any other information which might assist in identifying information relevant to this enquiry [please add continuation sheets as required]:			
Manager			
I confirm that I have reviewed this request and that I am satisfied that it is in accordance with the Information Sharing Agreement for Anti-Social Behaviour, to support specific action by this organisation under relevant Anti-Social Behaviour legislation.			
Name of Manager:			
Signed:		Date:	