

**Information Sharing Agreement:
Chief Constable of Thames Valley Police
and the
Police and Crime Commissioner for Thames Valley**

1. Introduction

This Information Sharing Agreement (ISA) has been developed between the Chief Constable of Thames Valley Police and the Police and Crime Commissioner for Thames Valley (the 'PCC'¹), hereafter termed "parties", to explain:

- why the parties have agreed to share information;
- the legal justification behind the sharing;
- who, on behalf of each party, has managerial oversight and responsibility for the information sharing;
- the principles by which information will be shared and used
- how miscellaneous matters will be managed.

For the purposes of this ISA the term "sharing" information means providing or disclosing information to the other party by any means.

Information shared under this ISA will comprise some information that is defined as "personal data" under section 1 of the Data Protection Act 1998 and the ISA helps support both parties' compliance with that Act.

2. Why the parties have agreed to share information

The Police Reform and Social Responsibility Act 2011 created the role of PCCs for police forces in England and Wales and set out the functions that the PCCs must discharge.

In order for the PCC to discharge those functions there is a requirement for information in the possession of Thames Valley Police to be shared with the PCC. A reciprocal sharing of information from the PCC to Thames Valley Police may also be required to assist in the discharge of the PCC's or Chief Constable's functions or for policing purposes.

This ISA is not intended to cover a) information sharing between the PCC and the Thames Valley Police and Crime Panel or b) information sharing between the Thames Valley Police and Crime Panel and the Chief Constable of Thames Valley Police.

3. How the sharing can be legally justified

The legal justification for the sharing of information between Thames Valley Police and the PCC is derived from the Police Reform and Social Responsibility Act ("the Act") and the "Policing Protocol" (SI 2011/2744).

According to paragraph 19 of the Policing Protocol:

"In order to enable the PCC to exercise the functions of their office effectively, they will need access to information and officers and staff within their force area. Such access to

¹ For the purposes of this ISA the term PCC is used to encompass the person elected as the PCC and any staff authorised to work for or on their behalf or under their direction and control (ie. the Office of the Police and Crime Commissioner or "OPCC").

any information must not be unreasonably withheld or obstructed by the Chief Constable and/or fetter the Chief Constable's direction and control of the force."

It is accepted and agreed by both parties that it may be necessary to share information in order to enable the PCC to discharge his/her statutory functions and/or for a policing purpose.

4. Managerial Oversight for the Information Sharing

Managerial Oversight of the information sharing under this ISA will be conducted by the individuals identified in the following paragraphs.

In the case of the Chief Constable of Thames Valley Police: Director of Information, Science and Technology

In the case of the PCC: Chief Executive

Both individuals will be responsible for the management of this ISA and ensuring compliance with it. They will be responsible for the initial revision of this ISA which will be necessary within a few months of the election of the PCC once initial working practices have been developed and refined.

Sharing of information on a day-to-day basis under this ISA will generally be undertaken by other individuals and methods described in Section 6.

It is noted by the parties that the PCC retains a residual power to require the provision of certain information pursuant to section 36 of the Act. This agreement is made without prejudice to the exercise of that power although given the principles agreed herein it is not envisaged that the power will be routinely used.

5. Information that may be shared

As a broad principle any information within the possession of Thames Valley Police may be considered for sharing with the PCC. Information will be shared by Thames Valley Police with the PCC where all of the following apply:

- the sharing is reasonably required by the Office of the Police and Crime Commissioner (the 'OPCC') to assist the PCC in exercising his/her statutory functions;
- the sharing would not prejudice ongoing or potential investigations or prosecutions by Thames Valley Police or other parties; and
- the sharing would not contradict any legal obligation upon Thames Valley Police that prohibits or precludes sharing.

Information will be shared by the PCC with Thames Valley Police where necessary to exercise the PCC's or Chief Constable's functions or where necessary for a policing purpose.

6. Processes for sharing

The detailed processes for sharing information between Thames Valley Police and the PCC will be developed by both parties and it is intended that they will be documented in a further iteration of this ISA.

Although the detail is not yet available, the ways in which information may be shared are likely to include verbally (eg. meetings or telephone), in hard copy (eg. reports, forms, printouts and other documents) or digitally (eg. secure e-mail, access to IT systems where agreed, digital media, video-conferencing etc.)

7. Use of Shared Information

Any information shared under this ISA may only be used by:

- (i) the PCC for the purposes of the effective exercise of the PCC's statutory functions or as otherwise required by, or under, any rule of law
- (ii) Thames Valley Police in the support of the PCC's or Chief Constable's functions, or for a policing purpose or as otherwise required by, or under, any rule of law.

There will be a presumption that any personal data, 'restricted' or 'confidential' information shared will not be further disclosed by the receiving party without first consulting with the other party.

At the time of sharing, the providing party may indicate that the personal data, 'restricted' or 'confidential' information can be further disclosed subject to such conditions as may be determined.

At the time of sharing, the providing party may stipulate that the personal data, 'restricted' or 'confidential' information must not be further disclosed without the explicit prior written consent of the providing party (unless the receiving party is under a legal obligation to disclose the information)

As separate "data controllers" both parties are individually obliged to ensure that information received from the other party which is "personal data" is "processed" in accordance with the requirements of the Data Protection Act 1998.

8. Miscellaneous Matters

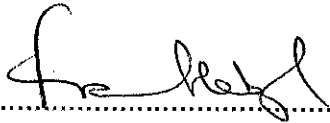
Both parties:

- Agree that this ISA will come into effect on the date of the final signature below
- Agree that they may withdraw from the ISA upon giving written notice to the other party. A party who withdraws must continue to comply with the terms of this ISA in respect of any information previously provided by the other party. Information which is no longer relevant should be returned or destroyed in an appropriate manner.
- Agree to review the ISA within three months from the date it comes into effect and thereafter as necessary. The review will be initiated by either of the individuals listed in section 4. They will consider whether the ISA is still useful and fit for purpose, identify any emerging issues, and recommend whether the ISA should be extended for a further period or terminated. The decision to extend or terminate the ISA, and the reasons, will be recorded.
- Agree to ensure compliance with any handling requirements, for example those arising from the use of the Government Protective Marking Scheme (GPMS).
- Agree to ensure that appropriate safeguards are in place in respect of the security of shared information and as to the individuals who may have access to it

- Agree that should they receive any request for information, such as a Freedom of Information request, Data Protection Subject Access request, or under any other under rule of law that encompasses information provided by the other party they will consult the providing party as soon as possible, and in any case prior to the disclosure of the information, in order that the potential implications of responding to the request can be fully assessed and any necessary remedial actions initiated. In the event that a party proposes to provide or disclose information to a third party contrary to the wishes of the other party, they shall not do so without giving the other party reasonable written notice of their intentions and their reasons.
- Agree that should they receive any complaint concerning information provided by the other party they will advise the other party as soon as possible, and in any case prior to responding to the complaint.
- Agree to provide all staff involved with information sharing under this ISA with sufficient training and guidance to enable them to comply with this ISA.
- Agree that this ISA may be made available to the public in its entirety.

9. Signatories to this agreement

By signing this agreement, the parties acknowledge and accept the requirements placed upon them and others within their organisations by the agreement.



Chief Constable of Thames Valley Police

Date signed 27th July 2017



Police and Crime Commissioner for Thames Valley

Date signed 14 July 2017