

# WARWICKSHIRE COMMUNITY SAFETY

#### **INFORMATION SHARING PROTOCOL**

JOINT APPROACH TO MAKE WARWICKSHIRE A PLACE WHERE PEOPLE FEEL SAFE TO LIVE, WORK, AND VISIT

COMMISSIONED BY THE SAFER WARWICKSHIRE PARTNERSHIP BOARD

September 2019

**Updated May 2024** 

### **Contents**

Page 3	Section 1	Introduction
Page 4	Section 2	Purpose of Information Sharing
Page 5	Section 3	Who Will Be Sharing Information?
Page 6	Section 4	What Is To Be Shared?
Page 7	Section 5	Fairness and Transparency
Page 8	Section 6	Arrangements for Data Sharing Within Multiagency
_		Meetings
Page 9	Section 7	Process for Data Sharing Outside Meetings
Page 10	Section 8	Nominated Representatives
	Section 9	Data Controller Responsibilities
	Section 10	Agents and Sub-Contractors
	Section 11	Complaints
Page 11	Section 12	Non-Compliance and Partner Disagreement
	Section 13	Data Breaches
Page 12	Section 14	Retention and Disposal
	Section 15	Access to Information and Mutual Assistance
Page 13	Section 16	Monitoring and Review
	Section 17	Indemnity
Page 14	Section 18	Change History
	Section 19	Effective Date
D45	A P . 4	Lead Baris for Obstantation of the
Page 15	Appendix 1	Legal Basis for Sharing Information
Page 16	Appendix 2	Do We Need This Information?
Page 17	Appendix 2a	Flowchart of when and how to share information
Page 18	Appendix 3	Generic confidentiality declaration sign-in sheet
Page 20	Appendices 4-9	Specific confidentiality declarations / data sharing
		agreements
		(One per setting in which data needs to be shared and a specific agreement is used)
Page 28	Appendix 10	Request from external agencies to the Police for
rage 20	Appendix 10	information
Page 30	Appendix 11	Request from the Police to external agencies for
i age so	Appendix 11	information
Page 34	Appendix 12	Safer Warwickshire Partnership Board Signatures
Page 37	Appendix 13	Additional Signatures
. 49001	Appliant 10	/ waitivilai vigilatai vo

#### 1. Introduction

- 1.1 The Safer Warwickshire Partnership Board aims to create safer communities through the reduction of crime and the promotion of safety.
- 1.2 The Board is responsible for putting in place an information sharing protocol to facilitate information sharing between responsible authorities for community safety in Warwickshire as required by the Crime and Disorder (Formulation and Implementation of Strategy) Regulations 2007 (Regulation 4). This should be agreed by all responsible authorities, statutory agencies and other groups providing community safety in the county ("Partner agencies").
- 1.3 Responsible authorities as detailed by the Crime and Disorder Act 1998:
  - The council for the area (County and District/Borough)
  - Chief Officer of Police
  - Probation Service
  - > Fire and Rescue Authority
  - Integrated Care Board
- 1.4 The purpose of this information sharing protocol is to facilitate the secure sharing of information, including sensitive or confidential information, between partner agencies in Warwickshire; govern the secure use and management of information and enable Partner agencies to meet their legislative obligations. Information sharing protocols such as this one have no statutory basis and do not substitute for appropriate controls within individual organisations when requesting, disclosing, and transmitting personal data, or the need for specific information sharing agreements where applicable. They do, however, demonstrate cooperation between partners and the intent to share information securely and effectively.
- 1.5 This information sharing protocol provides specific details for information sharing within a community safety context. As well as setting out the general principles to be followed when sharing community safety information, it includes (as appendices) confidentiality declarations or where appropriate "Data Sharing Agreements" for each specific multiagency meeting where data needs to be shared. Additional appendices can be added as new groups or scenarios in which information needs to be shared emerge.
- 1.6 The settings currently covered in this protocol are as follows:
  - > Using the generic confidentiality declaration (see appendix 3):
    - Community Impact Operational Groups
    - Vulnerability meetings
    - o Partnership Problem Solving meetings
    - o Domestic Homicide Review Panels
    - Hate Crime meetings
    - ASB, Youth, Victim, Perpetrator, and other Case Management meetings
  - Multi Agency Public Protection Arrangements (MAPPA) (see Appendix 4)
  - ➤ Multi Agency Risk Assessment Conferences (MARAC) (see Appendix 5)
  - ➤ Integrated Offender Management (IOM) Multi Agency Case Conferences (See Appendix 6)
  - > Early Help Locality Panels (see Appendix 7)
  - Channel Panel (see Appendix 8)
  - > Serious and Organised Crime Joint Action Group (SOCJAG) (see Appendix 9)
  - Community Safety Partnership meetings
- 1.7 The protocol has been updated to reflect the General Data Protection Regulation ("UK GDPR") and Data Protection Act 2018.

#### 2. Purpose of Information Sharing

- 2.1 The purpose of this protocol is to facilitate the lawful exchange of information, other than anonymised information, in order to comply with the statutory duty placed on the responsible authorities (as at 1.3 above) to work together to formulate and implement strategies for reducing crime and disorder (including anti-social behaviour and other behaviour); combatting the misuse of drugs, alcohol and other substances; reducing re-offending; preventing people from becoming involved in serious violence, and reducing instances of serious violence.
- 2.2 This protocol will also extend to co-operating organisations and any other agency or organisation which is a signatory to the document.
- 2.3 Information sharing is the cornerstone of delivering shared understanding of issues and arriving at holistic solutions. Effective delivery relies on good decision making and those decisions should be based on good information. The right information enables partners to carry out evidence-based, targeted community safety interventions and evaluate their impact. The improved outcomes of an intelligence led, problem solving approach to community safety can only be achieved when partners have access to relevant, robust, and up-to-date information from a broad range of sources.
- 2.4 Partners should also consider the likely effect of not sharing information, for example, harm to individuals, damage to their organisations' reputation, a disconnect in partnership working and lack of understanding of problems.

#### 3. Who Will Be Sharing Information?

- 3.1 Partners who are required to share information are named as the responsible authorities in the Crime and Disorder Act 1998, as amended. These are the council for the area (*including County and District/Borough*), Probation Service, Chief Officer of Police, Fire and Rescue Authority, and the Integrated Care Boards.
- 3.2 Persons or bodies may 'co-operate' in the exercise of responsible authorities' functions, including sharing information. "Co-operating persons and bodies" include Parish Councils, School and College Governing bodies, Registered Social Landlords, and agencies appropriate to the location or circumstances.
- 3.3 Various other bodies may 'participate' in the exercise of responsible authorities' functions. "Participating persons and bodies" may also be asked to share information.
- 3.4 Wider partners may also be required to share information in specific circumstances. These could include schools, other health agencies and voluntary sector organisations.
- 3.5 Collectively, these organisations shall be referred to as "Partner agencies". This protocol is approved by the Safer Warwickshire Partnership Board. Member organisations of this Board sign up to the principles of the protocol by virtue of their membership. Other partners can formally sign up to the protocol. To do so, or to check if an agency has signed up to the protocol, please email <a href="mailto:communitysafety@warwickshire.gov.uk">communitysafety@warwickshire.gov.uk</a>.
- Where an agency is not signed up to the protocol, but a partner/partners wish to share Shared Personal Data with them, extra care should be taken to ensure they understand how sensitive information they see should be shared and handled by providing a specific instruction and handling arrangement and ensuring the agency representatives sign a confidentiality agreement to confirm that they understand their responsibilities. A generic agreement for this can be found at Appendix 3.

- **4. What Is 'To Be Shared'?** (Referred to as "Shared Personal Data")
- 4.1 The 'Delivering Safer Communities' guidance and the Crime and Disorder Act 1998 place a duty upon relevant authorities to share information. Additionally, Partner agencies have express and/or implied powers to share information as set out in legislation. (See **Appendix 1** for a list of legislation. Note that this is not an exhaustive list)
- 4.2 Shared Personal Data will usually include information about the nature of the problem and, where relevant, personal data such as names, addresses and dates of birth of offenders, victims, or witnesses.
- 4.3 Most of the Shared Personal Data will also include sensitive/special category/criminal offence personal data as defined in data protection legislation. Sharing of this type of sensitive information is allowed in lawful and appropriate circumstances. Any sharing of personal data including sensitive data known as special category data or criminal offence data must be undertaken in accordance with UK GDPR and Data Protection Act 2018.
- 4.4 In order to share appropriate information between partners there must be a lawful, defined, and justifiable purpose(s) which supports the effective delivery of a policy or service that respects people's expectations about the privacy and confidentiality of their personal information but also considers the consequences of a failure to act. This protocol is supplemented by a number of questions, included at **Appendix 2**, designed to 'walk' Managers/Designated Persons and other specialist support through a process to assess the impact and appropriateness of information sharing.
- 4.5 'Signatories' to this protocol understand that Shared Personal Data will be shared at multi-agency meetings (see **Section 6**). For example, there may be meetings between members of staff from different agencies sharing information about a common case to build a foundation of accurate knowledge and evidence, to minimise the risk of harm to the community, whilst allowing proper management of the case. As well as meetings, the protocol also covers other forms of information exchange such as the ECINS case management system. The intention of this protocol is to cover all such information sharing provided the safeguards described within it are followed.
- 4.6 If any Shared Personal Data relates to an ongoing investigation or prosecution by any of the agencies then consultation must take place with the investigating officer and Crown Prosecution Service as the matter will be sub-judice. This will ensure that disclosure will not adversely prejudice the outcome of the matter.
- 4.7 Special care should be taken when considering the sharing of information that could constitute profiling, particularly of children. A legal justification must be available before any sensitive information is shared.

#### 5. Fairness and Transparency

- 5.1 In the interests of fairness and transparency, partners agree to the following principles:
- 5.2 All information will be shared in a lawful manner. Any Shared Personal Data, including special category data and criminal offence data will be shared lawfully and in accordance with the data protection principles, UK GDPR and Data Protection Act 2018.
- 5.3 Data protection principles require individuals to make sure personal information is:
  - used fairly, lawfully, and transparently
  - used for specified, explicit purposes
  - used in a way that is adequate, relevant, and limited to only what is necessary
  - accurate and, where necessary, kept up to date
  - kept for no longer than is necessary
  - handled in a way that ensures appropriate security, including protection against unlawful or unauthorised processing, access, loss, destruction, or damage.
- 5.4 Where possible, anonymised or aggregated statistical information will be used.
- 5.5 Where appropriate and where safe and possible, individuals will be requested to provide their 'agreement to share' with appropriate partner agencies. This consent will be secured in accordance with the standards set out in the UK General Data Protection Regulation.
- 5.6 Where it is not appropriate to seek informed consent, personalised information will only be shared if there is another lawful basis to share it under data protection legislation or where relevant one of the exemptions in the Data Protection Act 2018 (e.g., Crime and Taxation) applies. The questions listed at Appendix 2 help to assess the impact on service users of decisions relating to information sharing.
- 5.7 Data Protection Impact Assessments ("DPIAs") will be undertaken for each purpose or scenario in which different types of personal data will be shared, including new purposes or scenarios as they arise. It is recommended that Partner agencies shall be responsible for the completion and updating of the DPIAs for each meeting they deliver.
- 5.8 Each organisation will have a nominated Data Protection Officer to oversee their information sharing responsibilities and will be correctly registered with the Information Commissioner to share appropriate information.
- 5.9 Partner agencies shall be responsible for updating their privacy notices to provide details of information sharing and to inform individuals about the processing of their data.

#### 6. Arrangements for Data Sharing Within Multi-Agency Meetings

- 6.1 Using the definitions in 6.4 of this protocol the chair of each meeting should designate the level of confidentiality appropriate to the information being shared at the outset and, where relevant, provide a confidentiality declaration sign-in sheet (**Appendix 3**) which states the data sharing requirements relevant to the meeting. If used, the chair should securely retain a copy of this confidentiality declaration sign-in sheet.
- 6.2 The parties to this protocol understand that in keeping with government initiatives to invite a wider spectrum of society to assist the relevant authorities to implement the Crime and Disorder Act 1998, it is likely that there will be individuals present at certain meetings who are not representing an organisation which is a signatory to this protocol. To allow for this, the signing-in sheet should state that the signatory agrees to abide by all the terms of this protocol.
- 6.3 It is good practice to use the Government Security Classifications. These set out levels of confidentiality and appropriate security measures. These classifications are the method by which the originator of an asset (that is all material assets, i.e., papers, drawings, images, disks, and all forms of electronic data records) indicates to others the levels of protection required when handling the asset in question, in terms of its sensitivity, security, storage, movement both within the guidance and outside the originator's own department or force and its ultimate method of disposal.
- 6.4 The levels of classification are:

**OFFICIAL** - all routine public sector business, operations, and services.

**OFFICIAL – SENSITIVE** - a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen, or published in the media. In cases where there is a clear and justifiable requirement to share only on a need-to-know basis, the OFFICIAL–SENSITIVE classification should be used.

**SECRET** – Very sensitive information where compromise would directly threaten an individual's life, liberty or safety or cause serious damage to the effectiveness or security of the UK.

**TOP SECRET** - Exceptionally sensitive information assets that directly support (or threaten) the national security of the UK or allies.

6.5 The chair of each multiagency meeting is responsible for ensuring the confidentiality declaration sign-in sheet is kept current and as far as they are able to, includes all legal requirements surrounding information sharing.

#### 7. Process for Data Sharing Outside Meetings

- 7.1 This protocol has been formulated to facilitate the exchange of information between partners. It is, however, incumbent on all partners to recognise that any information shared must be justified on the merits of each case.
- 7.2 Information must be requested in a legally compliant manner, setting out the legal grounds for disclosure, for example if the Crime and Taxation exemption under the Data Protection Act (DPA) 2018 Schedule 2 Part 1 (2) is being relied on, then this should be formally set out and the specific details provided. Where relevant, including the use of information as evidence for prosecution, the Warwickshire Police access request forms (**Appendices 10 and 11**), or alternative official third-party subject access request form where required by other partners, must be used.
- 7.3 Partners sharing information should make clear who the information can be shared with in their Privacy Notice and Record of Processing Activity (ROPA). Information shared should only be used for the purpose requested by the requesting partner and should not be shared further without consent of the information owner unless there is a legal obligation or other lawful basis for doing so.
- 7.4 Any data should be shared and stored in accordance with the relevant legislation. In particular, where the data to be shared is personal, a secure transmission system should be used, such as secure email (or standard email systems where these are confirmed to be secure) or courier or hosted on a secure system shared by partners. All Partner agencies must have appropriate technical and organisational measures in place, having regard to the nature and sensitivity of the information, to ensure information security. This will include monitoring and auditing procedures as well as the ability to respond to any failure to adhere to the data sharing protocol swiftly and effectively and to report and personal data breach.
- 7.5 Any information shared should only be kept as long as it is necessary and then confidentially destroyed by all signatories in accordance with any relevant data retention and disposal policies.
- 7.6 **Appendix 2** gives a checklist to help ensure that data is lawfully shared.

#### 8. Nominated Representatives

- 8.1 Each partner organisation shall have a Designated Officer who will facilitate data sharing under this protocol where issues arise.
- 8.2 Any disputes or disagreements between parties, including why one agency decides not to share information with another, shall be resolved by discussion between the Designated Officers, if at all possible, or between the heads of each agency.

#### 9. Data Controller Responsibilities

9.1 Data Controllers must make appropriate notifications of any data breaches to the Information Commissioner in compliance with the General Data Protection Regulation and in accordance with any guidance issued by the Article 29 Working Party and the Information Commissioner's Office. This notification should include details of the Data Protection Officer or nominated contact.

#### 10. Agents and Sub-Contractors

10.1 Each partner organisation shall ensure its agents and sub-contractors comply with the provisions of the protocol.

#### 11. Complaints

- 11.1 Each partner organisation will deal with the complaints in accordance with their own procedures, which will ensure that:
  - Service users are aware that they can complain and of how to go about it;
  - Complaints are acknowledged promptly in writing;
  - > The complaint is investigated fairly and thoroughly;
  - Service users are given an appropriate written response;
  - ➤ If appropriate the appeals procedures are explained to the service-user.
- 11.2 If two or more partner organisations receive a complaint about the same matters, they should investigate and respond to the complaint jointly.
- 11.3 If a partner organisation receiving a complaint believes another partner organisation may be responsible, wholly, or partly, for the matters complained of it should notify the other organisation and the organisations should investigate and respond to the complaint jointly.

#### 12. Non-Compliance and Partner Disagreement

- 12.1 In the event of a suspected failure within their organisation to comply with this protocol, partner organisations will ensure that an adequate investigation is carried out and recorded. If the partner organisation finds there has been a failure it will ensure that:
  - > Necessary remedial action is taken promptly;
  - > Service users affected by the failure are notified of it, the likely consequences, and any remedial action;
  - Partner organisations affected by the failure are notified of it, the likely consequences, and any remedial action.
- 12.2 If one partner organisation believes another has failed to comply with this protocol it should notify the other partner organisation in writing giving full details. The other partner organisation should then investigate the alleged failure. If it finds there was a failure, it should take the steps set out above. If it finds there was no failure it should notify the first partner organisation in writing giving its reasons.
- 12.3 Where it is clear that a partner organisation is not complying with this protocol, other partners may decide to stop sharing information until the issues are resolved.
- 12.4 More information about information sharing is available from the Information Commissioner. Go to <a href="https://ico.org.uk/">https://ico.org.uk/</a>
- 12.5 Partner organisations will make every effort to resolve disagreements between them about personal information use and sharing. However, they recognise that ultimately each organisation, as Data Controller, must exercise its own discretion in interpreting and applying this protocol and ensuring compliance with the data protection legislation.
- 12.6 Nominated representatives should be notified at an early stage of any suspected or alleged failures in compliance or partner disagreements relating to their organisation.

#### 13. Data Breaches

- 13.1 A data breach is where there has been a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data. Where there has been a data breach by or on behalf of a partner in respect of any Shared Personal Data, the partner agency where the data breach has occurred will inform all affected partners of the data breach immediately to enable them, where relevant, to meet their legal duty under UK GDPR to report personal data breaches within 72 hours.
- 13.2 The partner agency needs to take immediate action to recover the information, if safe to do so.
- 13.3 The partner agency where the breach has occurred shall conduct a full investigation of the breach and the findings of the investigation will be shared with the other partners and the Safer Warwickshire Partnership Board.
- 13.4 Partners need to formally record all data breaches in respect of personal data they are data controller in respect of, internally within their organisation and inform the Safer Warwickshire Partnership Board to ensure effective monitoring and reviews can take place.

#### 14. Retention and Disposal

14.1 Partners must comply with their own agencies' retention and disposal policies. These should cover both electronic and paper-based information.

#### 15. Access to Information and Mutual Assistance

- 15.1 Partners must have in place policies to deal with people's information rights under Freedom of Information (FOI) legislation, the General Data Protection Regulation (UK GDPR) and the Data Protection Act (DPA) 2018.
- 15.2 Each Partner agency shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
  - consult with the other partners about any notices given to data subjects in relation to the Shared Personal Data;
  - promptly inform the other partners about the receipt of any data subject access request;
  - provide the other partners with reasonable assistance in complying with any data subject access request;
  - > not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other partner wherever possible;
  - assist the other partner, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - > notify the other partner without undue delay on becoming aware of any breach of the Data Protection Legislation;
  - ➤ at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
  - > use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; and
  - > maintain complete and accurate records and information to demonstrate its compliance with this clause.

#### 16. Monitoring and Review

- 16.1 The Safer Warwickshire Partnership Board will annually monitor and review the contents and implementation of this Information Sharing Protocol. The review will have regard to:
  - Changes in the relevant law and statutory or other government or national guidance;
  - > Service user and staff opinions, concerns, and complaints;
  - Failures in compliance and disagreements between partner organisations;
  - Any other relevant information.

#### 17. Indemnity

17.1 Each Partner shall indemnify the others against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified partner arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying partner, its employees or agents, provided that the indemnified partner gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

### 18. Change History

Version	Amended by	Amended date	Summary of main changes
Draft v0.1	Katie Whitehouse	19/01/2018	Reviewed entire protocol agreed in December 2013. Updated in light of changes to legislation, regulation, and policy.
Draft v0.2	Katie Whitehouse	20/02/2018	Updated to include partner feedback received ahead of SWPB meeting.
Draft v0.3	Alex Gloster	29/08/2018	Updated to include feedback from WCC Information Management Service.
Draft v0.4	Alex Gloster	10/01/2019	Appendices of local meetings information sharing agreement.
Draft v0.5	Cheryl Bridges	15/02/2019	Appendices amended, flow chart inserted, changes from SDC legal advice incorporated.
Draft v 0.6	Cheryl Bridges	25/04/2019	Updated to include feedback from WCC Information Governance.
Draft v 0.6	Cheryl Bridges	10/06/2019	Updated to include feedback from Partner agencies.
Draft v 0.7	Cheryl Bridges	22/07/2019	Updated to include feedback from Warwickshire Police.
Draft v 0.8	Cheryl Bridges	09/09/2019	Updated to include WCC legal advice and feedback and to remove the appendix
Annual update 2020	Cheryl Bridges	09/12/2020	Reviewed and added an additional appendix
Annual update 2021	Cheryl Bridges/Katie Whitehouse	15/10/2021	Reviewed, minor updates to the text to reflect partner feedback and new legislation, checked and updated all appendices, listed meetings to use generic confidentiality declaration
Annual update 2021	Katie Whitehouse	07/12/2021	Updated based on feedback received at SWPB meeting to reflect position rerecording virtual meetings and status of the OPCC.
Annual update 2022/3	Stephen Croshaw	12/07/2023	Reviewed and updated re current legislation checks with partners and staffing amendments as known at this time.
Annual update 2024	Stephen Croshaw / Katie Whitehouse	08/05/2024	Reviewed and updated, minor updates to text to reflect partner feedback and contact details as known at this time.  Appendix 13 listed in alphabetical order.

#### 19. Effective Date

19.1 This protocol is effective from an agreed common implementation date of 1<sup>st</sup> August 2019 and will be subject to an annual review to ensure it remains current and relevant.

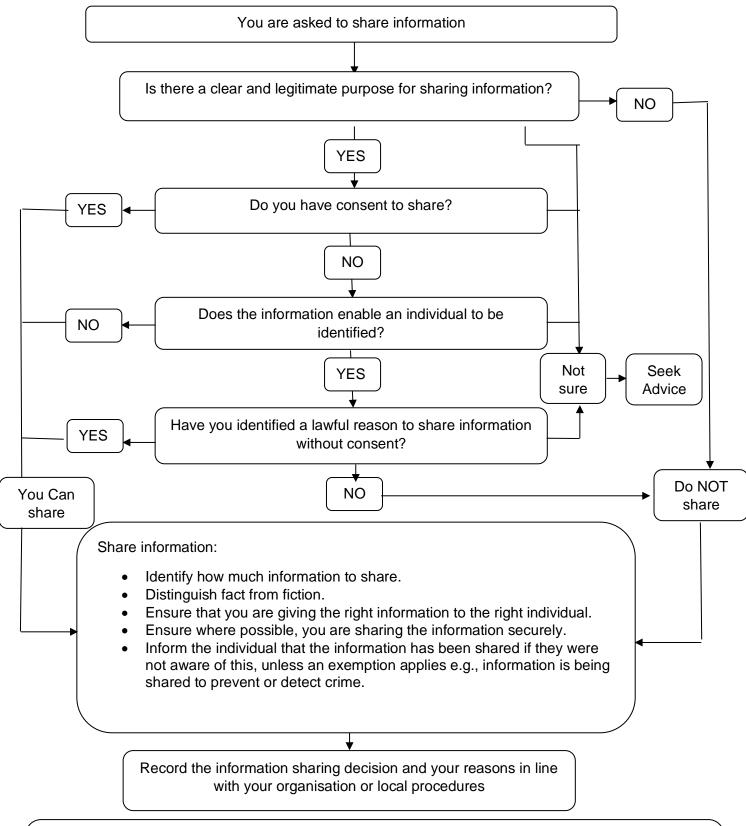
#### Appendix 1 – Legal Basis for Sharing Information

There are a considerable number of Acts and Regulations that require or enable the sharing of information in respect of crime and disorder, including:

- > Children Act 1989 and 2004
- ➤ Housing Act 1996
- ➤ Human Rights Act 1998
- Crime and Disorder Act 1998
- > The Criminal Justice and Court Service Act 2000
- ➤ Sexual Offences Act 2003
- Domestic Violence Crime and Victims Act 2004
- Offender Management Act 2007
- > The Police and Justice Act 2006, and the Crime and Disorder (Overview and Scrutiny) Regulations 2009 made under the Act
- Policing and Crime Act 2009
- Police Reform and Social Responsibility Act 2011
- ➤ Legal Aid, Sentencing and Punishment of Offenders Act 2011
- > Crime and Courts Act 2013
- > Care Act 2014
- Anti-Social Behaviour, Crime and Policing Act 2014
- Offender Rehabilitation Act 2014
- Counter Terrorism and Security Act 2015
- ➤ Serious Crime Act 2015
- ➤ Modern Slavery Act 2015
- ➤ Policing and Crime Act 2017
- General Data Protection Regulation 2018
- Data Protection Act 2018
- Domestic Abuse Act 2021
- **→** Police, Crime, Sentencing and Courts Act 2022

#### Appendix 2 – Do We Need This Information?

- 1. Why do I want the information? Is sharing this information in the best interests of the victim, offender, or vulnerable individual (1)?
- 2. Is there a sufficient need to know? If the information is shared will this make a difference to the service offered and to the outcomes for the victim, offender, or vulnerable individual? Is it necessary for me to do my job or to fulfil a statutory duty?
- 3. Are the reasons for the request "proportionate" for the purpose e.g.
  - Are the reason or reasons for sharing information justifiable under Article 8 of the Human Rights Act?
  - Can less information be shared and still achieve the best interest of the victim, offender, or vulnerable individual?
  - Is there another equally effective way of achieving the same aim? Can I share less information and still achieve the best interest of the victim, offender, or vulnerable individual.
  - What is the impact of disclosure likely to be on the individual?
  - If the information requested is sensitive information (race or ethnicity, political or religious beliefs, health, sexual life, criminal offences, trade union membership), is it necessary to share this to meet the reason for sharing?
- 4. Is the information up to date and accurate? (Care should be taken when recording the name, date of birth and address to ensure that when data is merged from different agencies it relates to the same person).
  - Also do I distinguish between fact and opinion or judgement?
- 5. Will the request involve secondary disclosure and if so do I need to check with the person who told me this information or wrote this report before I share it?
- 6. Have I got consent? If so is it recorded on a file or is there a consent form, are there any restrictions?
- 7. On the assumption that the consent cannot realistically be obtained or sought, is there justification for sharing without consent, e.g., to protect the interests of the victim/offender?
- 8. Have I recorded that I have shared this information?
- 9. Am I sharing this information in a secure way?
- 10. Have I recorded this information in the relevant system(s)?
  - (1) A vulnerable individual for the purpose of this information sharing protocol is taken from the College of policing definition:
    - A person is vulnerable if, as a result of their situation or circumstances they are unable to take care of, or protect themselves or others, from harm or exploitation.



If there are concerns that a child or vulnerable adult is in need, suffering or likely to suffer harm, then follow the safeguarding procedures without delay. Seek advice if unsure what to do at any stage and ensure that the outcome of the decision is recorded.

Consent must be unambiguous, freely given and may be withdrawn at any time.

#### Appendix 3 – Generic confidentiality declaration sign-in sheet



#### Confidentiality Declaration<sup>1</sup>

#### \*\*OFFICIAL-SENSITIVE\*\*

G	
Chair:	Date of meeting:

#### Purpose of the meeting:

Any personal information or sensitive personal information known as special category data disclosed to you during this meeting has been provided to you in strict confidence and for the purpose of:

- 1. The detection of crime and anti-social behaviour
- 2. The prevention of crime and anti-social behaviour
- 3. The apprehension of an offender for crime or anti-social behaviour
- 4. The prosecution of an offender for crime or anti-social behaviour

Subject to Section 115 Crime and Disorder Act 1998, the General Data Protection Regulations 2016/679, and Data Protection Act 2018 in particular exemptions to UK GDPR set out at Schedule 2 Part 1 Section 2 Data Protection Act 2018.

- The information shared is done so on a lawful basis. The lawful basis relied upon is to perform a task in the public interest. The lawful basis for processing special category data is in the substantial public interest for the administration of justice. Information should only be shared on a need-to-know basis and must not be disclosed to any third party, including the data subject and other staff who do not have direct involvement in the original purpose for which it was disclosed. Further dissemination will only be permitted where there is a lawful basis to do so.
- It must be stored securely and permanently deleted when it is no longer required for the purpose for which it is provided.
- Any Warwickshire Police information shared is only valid at the time of provision and should only be
  used for the purpose as disclosed. It is only disclosed for the specific purpose given at the time of
  disclosure and should not be used for any other purpose.
- Any information shared will be proportionate and necessary for the purpose for which it is being shared.
- Where possible information shared must be handled and stored in accordance with the Government Protective Marking Scheme.
- Where personal information is shared with organisations that do not have access to secure email addresses, it must be encrypted with a password.
- Attendees joining the meeting virtually must ensure that confidentiality is maintained throughout.
- Due consideration will be given to the implications of recording the meeting and how this could be used, and agreement sought from all attendees before any recording commences.

<sup>&</sup>lt;sup>1</sup> Agreed for use in Community Impact Operational Groups, Vulnerability meetings, Partnership Problem Solving meetings, Domestic Homicide Review Panels, Hate Crime meetings, Stratford District ASB and Case Management meetings, Warwick District ASB and Case Management meetings, Rugby Borough ASB Youth and Victim Case Management meetings, Nuneaton and Bedworth Borough ASB meetings and North Warwickshire Borough ASB meetings.

• All persons signing this document are duly authorised to act on behalf of their respective organisation to adhere to the conditions set out.

Please note, by signing this sheet you are agreeing to comply with the requirements of the Safer Warwickshire Partnership Board Community Safety Information Sharing Protocol and/or the specific Information Sharing Protocol applicable to this meeting.

Name	Signature	Organisation Represented

#### Appendix 4 - MAPPA Confidentiality & Equality Statements



#### **Confidentiality Statement**

In working with offenders, victims and other members of the public, all agencies have agreed boundaries of confidentiality. The information contained in these MAPPA meetings respects those boundaries of confidentiality and is shared under an understanding that:

- 1) The meeting is called in circumstances where it is felt that the risk presented by the offender is so great that issues of public or individual safety outweigh those rights of confidentiality.
- 2) One or more of the following exemptions will probably apply to the minutes of the meeting under the Freedom of Information Act 2000:
  - a) Investigations and proceedings by Public Authorities (s.30(1)(B));
  - b) Health and safety (s.38);
  - c) Personal information (s.40);
  - d) Information provided in confidence (s.41).
- 3) Where no exemptions apply, an individual's own personal data will be released to them if they make a Subject Access Request under the Data Protection Act 2018.
- 4) The discussions and decisions of the meeting will involve in an interference with the offenders Article 8 rights to privacy and a private life. Such an interference must be justified on one of the following grounds that are found in Article 8.2 of the European Convention on Human Rights and be necessary and proportionate to the risk posed:
  - a) Public safety;
  - b) The prevention of crime and disorder;
  - c) The protection of health and morals;
  - d) The protection of the rights and freedom of others.

Meetings must not be recorded. The minutes of the meeting will be marked OFFICIAL-SENSITIVE. Minutes should be stored in line with individual agencies' policies on the retention of OFFICIAL-SENSITIVE information. Minutes must not be printed or photocopied, nor may the contents be shared outside of the meeting without the agreement of the meeting Chair. Permission must be sought from the Chair if it is essential that information is shared with another agency. The Chair will then consult all those whose information is contained in the minutes and decide what information can be shared (information shared will be on a need-to-know basis and must be proportionate and necessary).

#### **Equality Statement**

The MAPPA meeting must promote equal access to services for all groups, ensuring that their policies and procedures comply with Human Rights requirements and do not draw on stereotypical assumptions about groups of offenders or victims or contain any elements that will be discriminatory in outcome. The meeting must consider:

- if any of the nine protected characteristics set out in the Equality Act 2010 (i.e., age, disability, gender reassignment, marriage & civil partnership, pregnancy & maternity, race, religion or belief, sex, sexual orientation) apply to the offender or.
- whether other diversity issues that may affect the offender or have a bearing upon the risks he or she presents to others and how these can be managed.

For non-Microsoft Teams meetings, participants must return all paperwork before leaving.

#### Appendix 5 – MARAC Confidentiality Statement

# WARWICKSHIRE AGAINST DOMESTIC ABUSE

#### CONFIDENTIALITY DECLARATION: AS READ BY THE MARAC CHAIR.

By accepting MARAC meeting outlook invite or signing this agreement you are agreeing to the terms of the confidentiality statement and the Warwickshire Community Safety Information Sharing Protocol. The confidentiality agreement will be confirmed at the start of the meeting.

#### The purpose of the MARAC

MARAC is a multi-agency meeting that focuses on the safety of victims/survivors of domestic abuse identified as being at high risk for serious harm or homicide. The purpose of the MARAC is to:

- to share information to increase the safety, health and well-being of victims adults and their children;
- to determine whether the perpetrator poses a significant risk to any particular individual or the general community;
- to construct jointly and implement a risk management plan that provides professional support to all those at risk and that reduces the risk of harm;
- to reduce repeat victimisation;
- to improve agency accountability;
- improve support for staff involved in high risk DV cases; and
- the responsibility to take appropriate actions rests with individual agencies; it is not transferred to the MARAC it is to facilitate, monitor and evaluate effective information sharing to enable appropriate actions to be taken to increase public safety.

#### Information sharing

Subject to Section 115 Crime and Disorder Act 1998, the General Data Protection Regulations 2016/679, and Data Protection Act 2018 in particular exemptions to UK GDPR set out at Schedule 2 Part 1 Section 2 Data Protection Act 2018. The information shared is done so on a lawful basis. The lawful basis relied upon is to perform a task in the public interest. The lawful basis for processing special category data is in the substantial public interest for the administration of justice.

Information shared at MARAC must be proportionate, relevant, and necessary to enable an accurate assessment of the risks. A clear distinction should be made between fact and professional opinion.

Each MARAC agency is the data controller for the information which it brings to MARAC.

#### Attendance at the virtual MARAC meetings

A new dial in link will be circulated prior to each MARAC meeting. When joining the meeting please enter your name and organisation when prompted. If you do not do so you will not be let into the meeting.

During the calls, all attendees working from home must ensure that they attend the meeting in a room where no other people are present. If there are special circumstances, this should be dealt with by the Rep's manager and raised at Steering Group for approval.

MARAC meetings must not be recorded. Virtual MARAC meetings will be held via Microsoft Teams—this does not allow participants to record the meeting, nor does it upload recordings to cloud. The MARAC Coordinator will hold people in the 'lobby' and approve members to meeting manually to ensure only relevant people are on the call. No Guest agencies will be invited, without the consent of the MARAC Chair. Participants working from home must turn off and unplug any smart devices to ensure that MARAC meetings are not accidentally recorded. Should a participant become aware that a device has recorded the meeting, this must be brought to the attention of the Chair immediately.

All normal processes should be abided by, we must have trust that all Reps will continue to act within existing protocols to the best of their ability.

#### **Storage of MARAC documents**

All agencies should ensure that all minutes and related documentation are retained in a confidential and appropriately restricted manner. These minutes will aim to reflect that all individuals who are discussed at these meetings should be treated fairly, with respect and without improper discrimination. All work undertaken at the meetings will aim to reflect that all individuals who are discussed at these meetings should be treated fairly, with respect and without improper discrimination. All work undertaken at the meetings will be informed by a commitment to equal opportunities and effective practice issues in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy, maternity, race, religion or belief, sex, and sexual orientation.

All agencies must ensure home workers have secured all MARAC documents and it is not accessible to any household members. When emailing, only use secure (i.e., CJSM, Egress), or password protect. No passwords or automatic login should be saved on their home computer.

#### **Disclosure of minutes**

Information discussed by the agency representatives, within the ambit of this meeting, is strictly confidential and must not be disclosed to the victim, alleged perpetrator or any third parties who have not signed up to the MARAC ISP, without the agreement of the partners of the meeting. The procedure for requesting MARAC minutes is contained in the Warwickshire MARAC Operating Protocol.

All agency representatives understand that the MARAC minutes may need to be shared with another MARAC following the Warwickshire MARAC. This would only be as part of the MARAC-to-MARAC referral in line with the MARAC Operating Protocol. Should any agency representative have any concerns regarding this option for any case, then they should be raised and addressed during the case discussion.

#### **Confidentiality breaches**

Any breaches must be immediately raised with MARAC Coordinator and Chair. This is not to place blame or punish, but rather to ensure we are adapting policies as needed in these new times to ensure confidentiality. We will explore how the breach occurred and determine if this is a one-off or systemic issue and respond accordingly. It is vital we remain open, transparent, and reflective with each other during this time while we shape this response plan.

Name	Signature	Organisation Represented	Time signed in and out

# Appendix 6 – Integrated Offender Management (IOM) Multi Agency Case Conference Confidentiality Declaration



#### **IOM Multi Agency Case Conference**

#### Statement of Confidentiality

By accepting the MACC meeting invite you are agreeing to the terms of the confidentiality statement and the Warwickshire Community Safety Information Sharing Protocol. The confidentiality agreement will be confirmed at the start of the meeting.

There is a requirement for all agencies in attendance to clearly understand that the details of what is discussed at the MACC meeting is of a sensitive nature and should only be recorded, discussed, or disseminated in the pursuit of crime reduction and via the means of appropriate data protection principles. Breaches will be dealt with in accordance with the Data Protection Act 1998.

Subject to Section 115 Crime and Disorder Act 1998, the General Data Protection Regulations 2016/679 and Data Protection Act 2018 in particular exemptions to GDPR set out at Schedule 2 Part 1 Section 2 Data Protection Act 2018. The information shared is done so on a lawful basis. The lawful basis relied upon is to perform a task in the public interest. The lawful basis for processing special category data is in the substantial public interest for the administration of justice.

Information shared at MARAC must be proportionate, relevant and necessary to enable an accurate assessment of the risks. A clear distinction should be made between fact and professional opinion.

Information discussed by the agency representatives, within this meeting, is strictly confidential and must not be disclosed any third parties without the agreement of the chair of the meeting.

Mission	IOM is a concept supported by the Home Office and the Ministry of Justice.
	Warwickshire will work together to provide an efficient and effective, multi-
	agency response to those offenders identified as subject to IOM, in order to
	secure sustainable reductions in offending, reducing its impact of victims and
	communities, and protect the public from crime.
VISION	We will operate in an open and transparent manner, facilitating internal and external challenge and scrutiny to create a culture of continuous improvement.  We will co-ordinate our resources to:
	<ul> <li>i) Increase public confidence in the CJS and contribute to making communities safer.</li> </ul>
	ii) Target and investigate perpetrators, in order to bring them to justice and prevent re-offending.
	iii) Improve the IOM offender journey to provide a holistic package of interventions that is fully aligned and coordinated by the IOM scheme with a view to improving outcomes for this group of individuals and the communities in which they live.

N.B: Not transfer any Shared Personal Data received from another Partner Agency outside the UK

#### Appendix 7 – Early Help Locality Panels confidentiality declaration.

# AREA LOCALITY PANEL ATTENDANCE LIST DATE CONFIDENTIALITY

You have been invited to attend a meeting that includes officers from Warwickshire County Council and other agencies. All agencies are considered to be Data Controllers under the Data Protection Act 1998 (DPA) and are also bound by the common law duty of confidentiality. Attendees are likely to discuss a wide range of issues and exchange personal and sensitive information relating to individuals to identify their service needs and risk of harm. Attendees are requested to share all relevant personal information and should be confident that it would only be used for matters discussed and decisions made within the meeting.

In appending my signature to this statement and attending the meeting and future multi agency meetings, I agree to maintain confidentiality and always abide by the obligations under the Data Protection Act.

Name	Organisation	Email address	Signature

# Appendix 8 - Channel Panel confidentiality declaration



## **CONFIDENTIALITY DECLARATION**

Declaration to be signed by Panel meeting dated		g the Warwickshire Multi-	Agency Chann	nel		
The briefing relates to new existing cases.	The briefing relates to new cases brought to the panel along with updates from existing cases.					
My attention has been draw and 1989, and I am fully a breach of those provisions.	ware of the serior					
I understand that the section or radio or television broad should not divulge any infor unauthorised persons, eithe in writing by the Chief Office	dcast, or in the P mation gained by er orally or in writi	ress or in book form. I a	am aware tha ointment, to ar	t I ny		
I understand also that I am any information I may acqu security cleared (unless it I official sanction any sketch no longer needed for my d period of my membership b	uire in the course has already official, plan, model, articuties, and that the	of my duties as a panel ally been made public) of cle, note or official docur ese provisions apply not	member who or retain witho ments which a	is out ire		
Name	Organisation	Signature	Date			
Witness Date and Signature	<u> </u>					
William Date and Orginature	J					

# Appendix 9 - Serious and Organised Crime Joint Action Group (SOCJAG) Confidentiality Declaration Sign-in Sheet

Name of the meeting: Serious and Organised Crime Joint Action Group (SOCJAG)

Date of meeting:

Chair:

#### Purpose of the meeting:

The Warwickshire Serious & Organised Crime Joint Action Group [SOCJAG] has been set up to allow law enforcement and partner agencies (Partners) to work together to understand the threat around Serious Organised Crime; to share information and good practice and to identify opportunities for joint working, ensuring all available information and powers are used against the organised crime threat. It also seeks to embed the principles of prevent, prepare, protect, and pursue in accordance with the Government's Serious Organised Crime Strategy [2018].

As part of the SOCJAG, Partners will work together to tackle Serious Organised Crime to reduce the impact that this has on the local communities, especially the most vulnerable, businesses and the wider economy.

Any personal information or sensitive personal information known as special category data disclosed to you during this meeting has been provided to you in strict confidence and for the purpose of:

- 1. The detection of crime and anti-social behaviour
- 2. The prevention of crime and anti-social behaviour
- 3. The apprehension of an offender for crime or anti-social behaviour
- 4. The prosecution of an offender for crime or anti-social behaviour

subject to Section 115 Crime and Disorder Act 1998, the General Data Protection Regulations 2016/679, and Data Protection Act 2018 in particular exemptions to UK GDPR set out at Schedule 2 Part 1 Section 2 Data Protection Act 2018.

#### All signatories agree that:

• The information shared is done so on a lawful basis. The lawful basis relied upon is to perform a task in the public interest. The lawful basis for processing special category data is in the substantial public interest for the administration of justice. Information should only be shared on a need-to-know basis and must not be disclosed to any third party, including the data subject and other staff who do not have direct involvement in the original purpose for which it was disclosed.

Further dissemination will only be permitted where there is a lawful basis to do so. Where a partner agency requires information for evidential purposes, this cannot be taken directly from meeting discussions and/ or circulated papers. A data protection request (within the Community Safety Information Sharing Protocol - appendices 10 and 11) should be submitted to the data owner to request the specific information in a legally compliant format.

- Data must be stored securely and permanently deleted when it is no longer required for the purpose for which it is provided.
- Any information shared is only valid at the time of provision and should only be used for the purpose as disclosed. It is only disclosed for the specific purpose given at the time of disclosure and should not be used for any other purpose.
- Any information shared will be proportionate and necessary for the purpose for which it is being shared.
- Where possible information shared must be handled and stored in accordance with the Government Security Classifications.
- Where personal information is shared with organisations that do not have access to secure email addresses, it must be encrypted with a password.
- Attendees joining the meeting virtually must ensure that confidentiality is maintained throughout.
- Meetings will not be recorded.
- All persons signing this document are duly authorised to act on behalf of their respective organisation to adhere to the conditions set out.

Please note, by signing this sheet you are agreeing to comply with the requirements of the Safer Warwickshire Partnership Board Community Safety Information Sharing Protocol.

Name	Signature	Organisation Represented

# Appendix 10: Request from external agencies to the Police for information.

Rev 10/19	OFFICIAL (who	en complete	ed)		Page 1 of 2
	EST MADE TO W THER AGENCIE				
DETAILS OF ORGANISA	TION REQUESTING INF	ORMATION			
Name:					
Address:					
Tel:		Fax:			
Date:		Our ref:			
To: WARWICKS	HIRE POLICE				
I AM REQUESTING PER:		NROUT:			
Surname:	SONAL INFORMATION /	ABOUT:			
All previous surnames: Also known as:					
Forename(s): Place of birth:			Т	Date of birth:	
				Postcode:	
Full present address:  Previous address:					
Previous address:				Postcode:	
THE INFORMATION SOL	ICHT IS:				
THE INFORMATION 300	JGH113.				
I HAVE A LEGAL BASIS ARE:  Common law duty of confisituation.  Human Rights Act 1998 A been considered but the p	dentiality – I confirm that rticle 8 – right to privacy.	the duty of co	nfidentialit	y can be overri	dden in this
privacy.					
Signed:		Ra	nk/title:		
Name:		Da	te:		
Warwickshire POLICE		·			
-\$ 1 OLIOL	OFFICIAL (who	en complete	ed)		

OFFICIAL (when completed)

	RES	SPONSE TO R	EQUEST		
	of personal data must be nd compatible with the dat			n amount required	l for the
	OF WARWICKSHIRE POL	ICE CONTACT			
Name:					
Address:		T= :: T==			
Tel:		Email:			
Date:		Our ref:			
To:					
Signed:			Rank/title:		
Name:			Date:		
Name: This form	n must be quality assured l	by a named Point O	Date: f Contact (POC)		
Name: <b>This form</b> Signed:	must be quality assured l	by a named Point O	Date:  f Contact (POC)  Rank/title:		
Name: This form Signed: Name:		-	Date:  F Contact (POC)  Rank/title:  Date:		ne e
Name: This form Signed: Name: Il information wful, secetention a you rece	ation exchanged will only lead on the street of the street	be so exchanged wi should be obtained ner in accordance w olicies of Warwicks cation and persona	Date:  f Contact (POC)  Rank/title:  Date:  thin the statuto, held, retained ith the Data Prohire Police.  data is identificus to determine	ry framework of the and disposed of intection Act 2018 and the act as belonging to	n a fair and the
Name: This form Signed: Name: Il information wful, secetention a you rece	ation exchanged will only lead on the street of the street	be so exchanged wi should be obtained ner in accordance w olicies of Warwicks cation and persona	Date:  f Contact (POC)  Rank/title:  Date:  thin the statuto, held, retained ith the Data Prohire Police.  data is identificus to determine	ry framework of the and disposed of intection Act 2018 and the act as belonging to	n a fair and the
Name: This form Signed: Name: Ill information wful, secetention a	ation exchanged will only lead on the street of the street	be so exchanged wi should be obtained ner in accordance w olicies of Warwicks cation and persona	Date:  f Contact (POC)  Rank/title:  Date:  thin the statuto, held, retained ith the Data Prohire Police.  data is identificus to determine	ry framework of the and disposed of intection Act 2018 and the act as belonging to	n a fair and the
Name: This form Signed: Name: Ill information wful, secetention a	ation exchanged will only lead on the street of the street	be so exchanged wi should be obtained ner in accordance w olicies of Warwicks cation and persona	Date:  f Contact (POC)  Rank/title:  Date:  thin the statuto, held, retained ith the Data Prohire Police.  data is identificus to determine	ry framework of the and disposed of intection Act 2018 and the act as belonging to	n a fair and the
Name: This form Signed: Name: Il information wful, secetention a you rece	ation exchanged will only lead on the street of the street	be so exchanged wi should be obtained ner in accordance w olicies of Warwicks cation and persona	Date:  f Contact (POC)  Rank/title:  Date:  thin the statuto, held, retained ith the Data Prohire Police.  data is identificus to determine	ry framework of the and disposed of intection Act 2018 and the act as belonging to	n a fair and the

OFFICIAL (when completed)

# Appendix 11. Request from the Police to external agencies for information

Version 2 Rev 10/19	OFFICIAL (when completed) Page 1 of 4
	organisation for the disclosure of personal data to the police aragraph 2 of the Data Protection Act 2018 and GDPR Article 6(1)(d) & 9(2)(c)
To: Position: Organisation: Address:	
■ The prevention or det	pprehension of offenders
	onal data requested below is needed for the purposes indicated provide that information will be likely to prejudice those matters.
	dual(s) whose personal data is sought should not be informed of o would be likely to prejudice the matters described above.
Beware of disclosing information	ecessary for the purpose: which is excessive or may pose operational risks to your investigation, but also be necessity clearly may delay or prevent disclosure.
Police reference:	
From: Rank/number/name:	
Station:  Date/time:  Tel no(s):  Email:	
Signature:  Counter signature: **	
Rank/number/name:	
Warwickshire POLICE	Help to save paper - only print this document if you really need a paper copy  OFFICIAL (when completed)

OFFICIAL

Version 2 Rev 10/19	OFFICIAL (when completed)	Page 2 of 4
Please see Guidance Notes on follo	wing page.	** as required by recipient
	OFFICIAL (when completed)	
	OFFICIAL (when completed)	

#### OFFICIAL (when completed)

Version 2 Rev 10/19

Page 3 of 4

#### Undertaking of lawful use of data disclosed to the police service:

Information disclosed to the police service is protected against unlawful reuse by the second data protection principle<sup>1</sup>, which prohibits data collected for one purpose being reused for another. If data disclosed to the police service is needed for another purpose, it will be reused only if the new purpose is lawful or a lawful exemption applies, and only data necessary and proportionate to that new purpose will be used.

Therefore, the police service undertakes to ensure that any use or reuse of the data disclosed is lawful, compliant with the data protection principles and processed using appropriate safeguards to the rights and freedoms of the data subject.

Please be aware that we cannot comply with a request to limit use of data which is overridden by a statutory or common law duty or obligation. However, the reuse will be subject to the safeguards described above.

We respectfully request that the same or equivalent measures are observed in your handling of this request for information.

#### Additional information you may wish to provide to the police service:

In order to help us safeguard against risk to the data subjects, your organisation, and the police service, please provide with your disclosure any additional information you believe necessary to best handle the data you choose to disclose. This may include, but is not limited to:

- · Risks we could not reasonably anticipate
- · Any expectation to consult with your organisation should reuse be necessary
- Legally enforceable restrictions on reuse of the data

#### **Explanatory Note**

This form is used by the police when making a formal request to other organisations for personal data where disclosure is necessary for the purposes of the prevention or detection of crime or the apprehension or prosecution of offenders. It places no compulsion on the recipient to disclose the information, but should provide necessary reassurance that a disclosure for these purposes is appropriate and in compliance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

Crime and Taxation - The GDPR regulates the processing of personal data where it is done so for non-Law Enforcement purposes. Article 23 of the GDPR permitted the UK Parliament to create, via legislation, exemptions from particular elements within the GDPR which would otherwise compromise the public interest. The Data Protection Act 2018 sets out exemptions from the GDPR which apply in some circumstances. They mean that some of the data protection principles and subject rights within the GDPR do not apply at all or are restricted when personal data is used or disclosed for particular purposes.

The most relevant exemption for Law Enforcement is that within the Data Protection Act 2018 at Schedule 2 Part 1 Paragraph 2 (Crime & taxation: general). This applies where personal data is disclosed by an organisation subject to the GDPR to the police for the purposes of the prevention or detection of crime or the apprehension or prosecution of offenders

It restricts the application of the GDPR data protection principles and subject rights (as listed in the Data Protection Act 2018 at Schedule 2 Part 1 Paragraph 1) to the extent that the application of those provisions would be likely to prejudice the prevention or detection of crime or the apprehension or prosecution of offenders.

In effect the exemption means that an organisation can provide personal data to the police where necessary for the prevention or detection of crime or the apprehension or prosecution of offenders without fear of breaching the GDPR or Data Protection Act 2018.

Organisations already processing data for the prevention and detection of crime may wish to consider compatibility with their conditions for processing instead of using this exemption. For example, Schedule 1 Part 2 Paragraph 10 provides the condition for processing (including disclosure) for purposes compatible with this request.

General Data Protection Regulation Article 5(1)(b) and Data Protection Act 2018 Part 3 Section 36 OFFICIAL (when completed)

#### OFFICIAL (when completed)

Version 2 Rev 10/19

Page 4 of 4

**Vital Interests** – To protect life or prevent an immediate and credible risk to life, GDPR Article 6(1)(d) provides a lawful basis for organisations to disclose personal data to the police where the disclosure *is necessary in order to protect the vital interests of the data subject or of another natural person*. Article 9(2)(c) provides for processing of special category data to the same ends, where the data subject is legally or physically incapable of consent.

Further guidance on the use of this form may be obtained from your Data Protection Officer.

#### **Completion Guidance**

Police officers or staff completing this form should type and tab between the fields on the form. The information required field should provide the recipient with sufficient information to allow them to locate the information sought. Where a signature and/or counter signature are required the form will need to be printed off and signed manually. Some organisations may require a counter signature to be added to the form. Normally this should be the supervisor or line manager of the person completing the form, but may be a higher rank if reasonably required by the recipient.

OFFICIAL (when completed)

## **Appendix 12: Safer Warwickshire Partnership Board Signatures**

Organisation <sup>2</sup>	Chief Officer signatory and role	Designated Officer(s)	Contact details.
Warwickshire County Council	Monica Fogarty- Chief Executive	Harpreet Rai - PA to the Leader of the Council	harpreetrai@warwickshire.gov.uk
		Shade Agboola - Director of Public Health	shadeagboola@warwickshire.gov.uk
		Scott Tompkins - Director of Environment, Planning and Transport	scotttompkins@warwickshire.gov.uk
		John Coleman- Director of Children and Families	johncoleman@warwickshire.gov.uk
		Pete Sidgwick- Director of Social Care and Support	petesidgwick@warwickshire.gov.uk
		Sally Waldron - Assistant Chief Fire Officer	SallyWaldron@warwickshire.gov.uk
		Johnny Kyriacou – Director of Education	johnnykyriacou@warwickshire.gov.uk
North Warwickshire Borough Council	Steve Maxey- Chief Executive	Julie Taylor - Senior Policy Support Officer	SteveMaxey@NorthWarks.gov.uk  JulieTaylor@NorthWarks.gov.uk

<sup>2</sup> The Police and Crime Commissioner is also a member of the Safer Warwickshire Partnership Board. He is not included as a signatory as his team are not involved in partnership meetings where the level of personal information covered within the protocol is discussed.

Nuneaton and Bedworth Borough Council	Nicola Botterill – Assistant Director (Social Housing and Community Safety)	Abubaker Malek - Communities and Community Safety Manager	Nicola.Botterill@nuneatonandbedworth.gov.uk  Abubaker.malek@nuneatonandbedworth.gov.uk
Rugby Borough Council	David Burrows - Chief Officer Regulation and Safety	David Burrows  Henry Biddington - Environmental Health & Community Safety Manager  Supported by Matthew Deaves- Communication Consultation and Information Manager	david.burrows@rugby.gov.uk henry.biddington@rugby.gov.uk  matthew.deaves@rugby.gov.uk
Stratford-on-Avon District Council	Marcia Eccleston – Head of Law and Governance and Monitoring Officer	Phoebe Knowles – Information Governance Officer  Sam Slemensek – Community Safety Manager	Marcia.Eccleston@stratford-dc.gov.uk  Phoebe.Knowles@stratford-dc.gov.uk  Sam.Slemensek@stratford-dc.gov.uk
Warwick District Council	Marianne Rolfe – Head of Safer Communities, Leisure and Environment	Marianne Rolfe Supported by Gerard Grey- Information Governance manager	Marianne.Rolfe@warwickdc.gov.uk
Warwickshire Police	Debbie Tedds – Chief Constable	Sara Smith - Head of Information Assurance & DPO	informationassurance@warwickshire.police.uk
		Chief Inspectors (CI) – Locality based: Faz Chisty, James Rankin, Steve Davies.	faz.chishty@warwickshire.police.uk  james.rankin@warwickshire.police.uk  steve.davies@warwickshire.police.uk

Probation Service	Andy Wade – Head of Service (Warwickshire)	Hannah Fielder – Deputy Head of Service (Warwickshire)	Andy.Wade@justice.gov.uk hannah.fielder@justice.gov.uk
NHS Coventry and Warwickshire Integrated Care Board (ICB)	Jamie Soden – Interim Chief Nurse	Jackie Channel – Associate Chief Nurse	jamie.soden1@nhs.net jackie.channell@nhs.net
Equality and Inclusion Partnership (EQuIP)	Junaid Hussain- Chief Executive	Junaid Hussain	junaid@equipequality.org.uk

# Appendix 13: Additional Signatures and Designated/ Lead Officers

Organisation	Chief Officer signatory and role	Designated Officer(s)	Contact details
Barnardo's	Susan Berry - Assistant Director – Children's Services	Susan Berry	sue.berry@barnardos.org.uk
Bradby Club	Rebecca Thomas – Youth Worker/Designated Safeguarding Lead	John Robertson	john@bradby.org.uk
Bromford Housing	Melanie Goldsby - Neighbourhood Coach	Melanie Goldsby	melanie.goldsby@bromford.co.uk
Canal and River Trust	Henriette Breukelaar – Regional Director West Midlands	Henriette Breukelaar	henriette.breukelaar@canalrivertrust.org.uk
Change, Grow, Live (CGL)	Kirsten Lord - Coventry & Warwickshire Services Manager	Kirsten Lord	Kirsten.Lord@cgl.org.uk
Citizen Housing	Kevin Rodgers - Chief Executive	Sangita Mundy	sangita.mundy@citizenhousing.org.uk
COMPASS	Richard Thomas – Service Manager	Richard Thomas	Richard.Thomas@compass-uk.org

Coventry & Warwickshire NHS Partnership Trust (South Warwickshire Recovery Team)	Laura Sale - Team Manager	Laura Sale	laura.sale@covwarkpt.nhs.uk
Coventry Cyrenians	Richard Tyson – Senior Housing Support Worker	Richard Tyson	richard.tyson@coventrycyrenians.org
Department for Work and Pensions	Andy Hobbis – Partnership Manager	Andy Hobbis	andy.hobbis@dwp.gov.uk
Doorway	Carol Gallagher - CEO	Shona Mellor	info@doorway.org.uk shona.mellor@doorway.org.uk
EOS Ex Offender Support CIC	Christopher Leslie - Director	Christopher Leslie	chris@eoscic.com
Equation	Marie Bower   Head of Service (Survivors and Perpetrators)	Marie Bower	marie@equation.org.uk
Family Intervention Counselling Service	Donna Hodge - Director and Trainee Forensic Psychologist	Donna Hodge	admin@interventionservices.co.uk
Futures Unlocked	John Powell - Operations Manager	John Powell	admin@futuresunlocked.org john.powell@futuresunlocked.org
Get-to CIC	Lloyd Robinson- Managing Director	Lloyd Robinson	I.robinson@get-to.co.uk
Helping Hands Community Project	Alice Webber – Operations Manager	Alice Webber / Lianne Kirkman	operations@helpinghandscharity.org.uk

HMP Featherstone	Warren Sullivan - Governor	Rachael Lindop	rachael.lindop@justice.gov.uk
Leamington Night Shelter	Margaret Moore – Coordinator	Margaret Moore	margaretmoore401@btinternet.com
Listening Ear	Richard Brown	Jayne Hobin Wright,	Jayne.Hobin-Wright@listening-ear.co.uk
	CEO	Deputy CEO	
Mediation and Community Support service	Judith Halliday - referrer to councils re ASB and Mediation	Judith Halliday	admin@mediationsupport.org.uk
Midland Heart (Housing Association)	Vicki Brownhill - Head of Housing Management	Sue Lamb	vicki.brownhill@midlandheart.org.uk sue.lamb@midlandheart.org.uk
Myspace Housing	Rachael Reeves - Housing Manager, (Midlands)	Rachael Reeves	rachael.reeves@myspacehousing.org
Orbit Group	Andrew Meyer - Head of Tenancy Services	Andrew Meyer	andrew.meyer@orbit.org.uk
Platform Housing Group	Catherine Cole – Assistant Director	Jon Elger	jon.elger@platformhg.com
P3 Social Inclusion Charity	Esther Barrett – Head of Support and Community Services	Henry Webster	henry.webster@p3charity.org

Refuge	Mari Edwards – Head of Operations	Melanie Jones – Service Manager	Melanie Jones@refuge.org.uk
		Jhansi Hoare, MARAC Coordinator	Jhansi Hoare@refuge.org.uk
RoSA (rape or sexual abuse support)	Julie Bettelley - CEO	Julie Bettelley	julie.bettelley@rosasupport.org
Rugby First	Luke Phillips – Control Room Manager/BID Manager	Luke Phillips	luke@rugbyfirst.org
Safeline	Neil Henderson - CEO	Neil Henderson	neil@safeline.org.uk
Sage Homes	Amanda Mitchell - Partnerships Administrator	Amanda Mitchell - Partnerships Administrator	Amanda.Mitchell@sagehomes.co.uk
Salvation Army – Way Ahead Project	Yvonne Mckinnon – Project Manager	Yvonne Mckinnon	yvonne.mckinnon@salvationarmy.org.uk
South Warwickshire University NHS Foundation Trust	Charles Ashton – Medical Director	Charles Ashton	charles.ashton@swft.nhs.uk
Southern Housing	Louise Thomas – Head of Region	Marcus Crockett	Marcus.crockett@southernhousing.org.uk
Spring Housing	Raj Shergill - Director of Housing & Customer Services	Raj Shergill	rajbir@springhousing.org.uk
St Giles Trust	Steve Clarke – Regional Delivery Manager	Hannah Whiteley – Community Delivery Manager	Hannah.whiteley@stgilestrust.org.uk

Stepping Stones Stratford on Avon	Richard Heathcote - Trustee	Mandy Scruby - Manager	mgr@steppingstonessoa.org
Stonewater	Catherine Preece – Area Manager	Catherine Preece	catherine.preece@stonewater.org
Stratford-upon-Avon Street Pastors	Maureen Lynda Green - Coordinator	Maureen Lynda Green	stratforduponavon@streetpastors.org.uk
Stratforward BID Ltd	Aaron Corsi – BID Manager	Aaron Corsi	admin@stratforduponavonbid.co.uk
Victim Support Warwickshire	Deborah Miller - Senior Operations Manager	Deborah Miller	deborah.miller@victimsupport.org.uk
Walsall Housing Group	Sofia Ali - Housing Solicitor and Data Protection Officer	Sofia Ali	sofia.ali@whgrp.co.uk
Warwickshire Counselling Centre	Julie Mitchelson – Assistant Manager (Children & Young People) / Administrator	Julie Mitchelson	julie.mitchelson@sycamorecounselling.org.uk
Warwickshire Retail Crime Initiative	Derek Bradley and P.J. Seal – WRCI Administrators	Derek Bradley P. J. Seal	wrcinorth@wrci.org.uk wrcisouth@wrci.org.uk
Warwickshire Rural Housing Association	Philippa Osborne - Area Housing Manager	Philippa Osborne	philippa.osborne@midlandsrural.org.uk
Warwickshire Search and Rescue	Ian Malins – Chair	Ian Malins	chair@warksar.org.uk

West Midlands Anti-Slavery Network	Nigel Oseman - Independent Modern Slavery Advocate	Nigel Oseman	nigel.oseman@westmidlandsantislavery.org
Young People First	Jo Squires – CEO	Jayne Thomas – Outreach Manager	jayne.thomas@youngpeoplefirst.org.uk
Youth Escape Arts Escapearts.org	Sarah Cowley- Catchpole, Youth Work Coordinator	Sarah Cowley-Catchpole	youth@escapearts.org.uk