

<i>Title & Version</i>	A purpose specific information sharing agreement between London Borough of Brent, Brent Police, London Probation Trust, Brent Housing Partnership and voluntary sector organisations.
<i>Author</i>	
<i>Organisation</i>	
<i>Summary/Purpose</i>	A proposal to establish an information sharing agreement between the above for the purpose of reducing gang related violence in Brent.

Information Sharing Agreement

Between

**Brent Police
London Borough of Brent,
London Probation Trust,
Brent Housing Partnership, Registered
Social Landlords and
Voluntary Sector organisations**

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Section 1 Purpose of the Agreement

This agreement has been developed to:

- Define the specific purposes for which the signatory agencies have agreed to share information.
- Describe the roles and structures that will support the exchange of information between agencies.
- Set out the legal gateway through which the information is shared, including reference to the Human Rights Act 1998 and the common law duty of confidentiality.
- Describe the security procedures necessary to ensure that compliance with responsibilities under the Data Protection Act and agency specific security requirements.
- Describe how this arrangement will be monitored and reviewed. This should be reviewed after six months initially and annually thereafter. A suggested agenda is available from the ISSU
- In addition, completion of this document will ensure that the Metropolitan Police Service can meet the information sharing requirements of the Guidance on the Management of Police Information (MoPI).

The signatories to this agreement will represent the following agencies/bodies:

Metropolitan Police – Brent Borough Operational Command Unit

The London Borough of Brent

London Probation Service

Job Centre Plus (Brent)

Brent NHS

Brent Treatment and Recovery Services to include;

- *Addaction*

Brent interventions and support services

Brent Housing Partnership

College North West London

St Giles SOS Project

Corum Housing

Catalyst Housing

Safer London Foundation services include

- *Safe and Secure*

Management Summary

This Agreement deals with the need to share personal information in order to identify, monitor, support, rehabilitate, and enforce action in relation to individuals targeted within Pathway Multi Agency Partnership Meetings (from now on referred to as PMAP). This initiative is intended to focus partnership activity on a group of high risk gang members and victims within Brent so that the partnership can have a greater impact on crime and disorder within the borough. This scheme will operate by selecting a list of individuals from the MPS connect matrix and referrals to be managed until the risk has been mitigated or the individual has been referred for police only enforcement.

This Agreement provides the basis to share data in the categories defined above and for the purposes referred to in the Agreement. The finer detail of how the information sharing agreement (“the Agreement”) will operate in practice is described in section 3 of this document.

All identified gang members and gang affected individuals will be placed through a risk matrix system to establish their levels of risk in relation to violent behaviour and an action plan will be devised providing diversions and interventions. Should the gang matrix nominal not engage, an enforcement approach will be robustly pursued. All gang intelligence will be inputted on to VISOR which is a case management system. VISOR will be inputted by police personnel who will share the information with partners and will be a basis for reviewing cases. YOS will continue to record case notes etc on YUMIS/YOIS which is their computer system and Probation will continue to record case notes etc on DELIUS. All information will be brought to the panel meeting for discussion between the agencies.

Brent Police have taken responsibility for the enforcement strand and partner agencies will be responsible for the prevention and diversion strands.

The purpose of this agreement is to formalise how partners will share information within the case panel meetings.

The personal information to be shared through this information sharing agreement.

Personal information will be shared resulting from the following circumstances:

- Individuals who have come to police notice for being involved in, at risk of being involved in or at risk of violence - specifically with regards to gun, knife and gang crime - and would benefit from early intervention methods, or being involved in prevent and deter strategies.
- Individuals who have dropped out of the enforcement, prevent and deter and early intervention strands and who need to be monitored.
- If it is appropriate to do so, personal information regarding the individual's family and known associates will be shared; however this will be decided on a case-by-case basis.
- Personal information will be disclosed so that partner agencies can conduct risk assessments concerning the safety of their staff.
- General information concerning gangs will be passed on through the Gangs Borough Delivery meetings. In the main this will consist of information concerning tensions between rival gangs, their activities and any relevant information concerning incidents that may have occurred between rival gangs. This information will normally be sanitized and anonymous as far as it can be; however if it is felt appropriate and necessary, personal information may be released. This daily briefing will be sent to those requiring daily updates on nominals and gang incidents overnight. The document will be treated as a confidential document and will not be printed off or forwarded on. Can we send this to PMAP coordinator?
- Information on crime statistics and maps of hotspots in Brent appropriate and useful for achieving the objectives of the partnership. This statistical information will only be subject to the processing conditions set out in Section 4.
- Brent Police will provide information taken from various MPS crime and intelligence reporting systems such as CRIS, Crimint+, CAD, Custody, STOPS and Merlin and information may also be taken from the Police National Computer (PNC). Brent Police also propose to share general non-personal information concerning gangs and criminal activity in Brent.
- To make informed decisions about referrals, the referring agency or individual will pool their information they believe should be considered for inclusion at PMAP meetings.

- Brent Police will receive information back from partners that was not previously known to them; this will then be recorded on police intelligence systems for police use.

Section 2 Specific Purpose for Sharing Information

It is necessary to share this information through this agreement for three reasons.

First, it is to ensure that we are fulfilling our duty of care regarding the safety of the partner agencies' staff. If information is not shared with regards to risk factors, staff may be placed in dangerous situations.

Second, through sharing this information partner agencies will be able to direct their services and resources better and tailor them to meet the needs of the individual. The information shared will be the minimum needed to ensure the safety of staff and to ensure the success of determent schemes.

Third, it is necessary to share information concerning violent individuals and gangs as it will allow our partners to be aware of the general gang landscape in Brent. By making them more aware of the situation, they will then be able to focus their efforts effectively and safely. Through building up a general picture of criminal activity in Brent, both partner agencies and Brent Police will be able to see if their interventions and work is successful or not.

What are the objectives of the partnership?

1. Establishing a virtual team to tackle gang violence.
2. Partnership working between MPS, The London Borough of Brent, London Probation Service, Job Centre Plus (Brent), Brent NHS, Voluntary sector etc
3. Information sharing and increasing understanding of intelligence
4. Targeting violent individuals.
5. Identifying gang affected individuals
6. Targeting specific gang related areas
7. Responding to identified Neighbourhood Gang Activity.
8. Developing programmes, interventions, deterrence, raising awareness and support.
9. Research, Monitoring and evaluation.
10. Achieving Community Safety Plan targets to reduce violence, Guns and Gangs in Brent.
11. Ensure the safety of agency staff working with identified gang members they provide services to.

Describe the purpose and scope of the information sharing arrangement:

Detail the benefits of the arrangement to:

2.1. MPS Benefits

- PMAP and the Gangs Borough Delivery group will help reduce gang related violence, in particular gang, gun and knife enabled crime. This will help the MPS achieve its corporate objective of preventing and reducing crime, disorder and vulnerability, and Brent Police targets. Overall this will help the MPS achieve their goal of making London a safer place. Reduction in gang related Violence through the identification of high risk gang members for inclusion.
- The MPS has a duty and responsibility to comply with disclosures that arise from common and/or statute law. This partnership will help the MPS comply with legislation such as Children Act 2004 which requires the MPS to discharge its organisational functions with regards to the need to safeguard and promote the welfare of young people.
- The Partners may provide the MPS with information that would not otherwise be freely available. This will lead to enhanced monitoring of individuals through their interactions and activities with other partner organisations.

2.2. Partner Agency(ies) Benefits

- Supports the work of the Partner agencies and their priorities.
- Partner agencies will receive information that they would not have previously received. This will help them target their services and support to individuals who require it and would benefit the most. This would allow partner agencies to provide effective interventions and lead people away from criminal and anti-social behaviour.
- Through being able to provide assistance and interventions, partner agencies will be able meet their own departmental targets and objectives of helping people stay away from a criminal lifestyle. They would thus be fulfilling their obligations under such legislation as Children Act 2004 where local authorities and youth offending teams have a duty to safeguard the welfare of young people and S.17 Crime and Disorder Act 1998 to prevent crime and disorder.

2.3. Citizen Benefits

- The individual themselves benefit from the interaction with PMAP support services and the associated benefits.
- It will give young people who are at risk of (re)offending specifically with regard to gun and gang related crime the opportunity to take part in projects that will help them to not (re)offend.

- As less gang violence occurs, there will be an improved perception of young people by the general public. This will benefit young citizens, as they will not be looked on suspiciously by the general public simply because of their age.
- The general public will benefit from this agreement, as it will prevent violent crimes taking place in Brent. Brent residents will feel safer and less fearful; it will help make Brent a safer place to live and improve its reputation.

2.4. How will this information sharing arrangement further those objectives?

This information sharing agreement will further these objectives as it will allow information to be passed to partner agencies that will then be able to engage people at risk of participating in gang related/violent activity.

Without receiving information concerning these individuals from Brent Police and partner agencies we will not have a full picture of who is committing violent crimes and who may be at risk of committing violent crimes in the future. This will affect the success of PMAP, the Gangs Borough Delivery Group and its objectives.

Section 3 Legal Basis for sharing and what specifically will be Shared

3.1 First Principle

The first data protection principle states that data must be processed lawfully and fairly.

3.1.1 Lawfully

A public authority must have some legal power entitling it to share the information.

INDICATE: the primary legal power you are invoking to share this information.

a) *Statutory Powers*

The primary legal power to share information between the MPS, The London Borough of Brent, London Probation Service, Brent NHS Police, will be S.115 of the Crime and Disorder Act 1998, which expressly allows information sharing where it is necessary to prevent crime and disorder with relevant authorities specified under the act.

S10 and 11 of the Children Act 2004 obliges local authorities, youth offending teams and the police to act with regard to the need to safeguard and promote the welfare of children and young people. Information sharing will be lawful

under this Act between the Police, London Borough of Brent, Probation Trust, BHP, in order for them to meet their responsibility, as long as it is done with regards to the Data Protection Act 1998.

b) Common Law

The Code of Practice on the Management of Police Information (MoPI) defines policing purposes as: “Protecting life and property; Preserving order; Preventing the commission of offences; Bringing offenders to Justice; Any duty or responsibility arising from common or statute law.”

The voluntary sector is not a statutory body under statute law. However, the Police do have a policing purpose to share information about people who are engaged or in danger of becoming engaged in a gang or gun related activity with voluntary sector organisations identified through PMAP for the purpose of leading them away from committing future offences and thus life and property will be protected and order will be preserved.

If the voluntary organisation has information it wishes to share with the police it can do so by S.115 of the Crime and Disorder Act for the purposes of the act.

3.1.2 Duty of Confidence

If the service has received any information in confidence, you almost certainly have a Duty of Confidence towards the data subject.

INDICATE: How any duty of confidence might be overridden

Information is collected and recorded by the Police only for policing purposes. As listed above, these are defined as; protecting life and property, preserving order, preventing the commission of offences, bringing offenders to justice and any duty or responsibility arising from common or statute law. Individuals will have a limited expectation of a duty of confidence regarding the use of their information as they will be aware that it will only be used and disclosed with regards to a policing purpose or if it is in the public interest to do so.

Information given in confidence to voluntary organisations identified through PMAP on assessment of needs when first coming to notice are placed on their own databases. There may be public interest factors which this information may assist in. Public interest factors for this information sharing agreement are:

1. Safeguarding Children
2. Protecting other vulnerable people
3. Preventing the commission of criminal offences

In deciding where the public interest lies, common law principles establish that disclosure of some conviction and non-conviction or “soft” information can be justified - and can defeat a presumption against disclosure - where there is

real evidence of a pressing need to do so. In circumstances such as the protection of children or other vulnerable people, factors informing that decision may include:

- The Partnerships belief in the truth of the allegation/information
- The interest of the third party in obtaining the information
- The degree of risk posed by the person if the disclosure (about them) is not made

3.1.3 Fair Processing

INDICATE: How you will comply with Fair Processing

The MPS displays a Fair Processing Notice in all of its front offices and custody suites, as well as on its Publication Scheme on the MPS website. The Fair Processing Notice sets out the purposes for which the MPS collects personal data – policing, administration and ancillary support for policing and staff administration. This Notice includes the following information:

- (a) The identity of the data controller
- (b) If the data controller has nominated a representative for the purposes of the Act, the identity of that representative
- (c) The purpose or purposes for which the data are intended to be processed.
- (d) Any further information which is necessary, taking into account the specific circumstances in which the data are or are to be processed, to enable processing in respect of the data subject to be fair.

The Notice states that personal information will be used for the purposes of ‘Policing’ and also states that the MPS *may* share this information with a variety of other agencies for the purposes of Policing.

Section 29 of the Data Protection Act 1998 allows partner agencies to share information with the Police if complying with the fair processing conditions would be likely to prejudice the purposes of the prevention or detection of crime and/or the apprehension and prosecution of offenders. If staff of the partner agencies receive information and they believe that by not disclosing this information the Police will be unable to prevent or detect a crime, or the Police would be unable to apprehend or prosecute an offender, then they may fairly share information with the Police.

3.1.4 Legitimate Expectation

An individual’s expectation as to how information given to a public body will be used will be relevant in determining whether the first data protection principle has been complied with.

INDICATE: how the information sharing arrangement is consistent with the legitimate expectations of the data subject.

Individuals who provide the Police with information will hold the expectation that the information will only be used in the detection or prevention of crime or

for legitimate policing purposes. The sharing of information within the terms of this agreement satisfies the expectation that police information will be used for the purposes of protecting life and property, preserving order, preventing the commission of offences, bringing offenders to justice and any duty or responsibility arising from common or statute law (i.e. sharing information with local authorities concerning crime and anti-social behaviour under the Crime & Disorder Act 1998)

Voluntary sector organisations identified through PMAP will always inform young people at their first meeting, either on supervisory orders or as a condition of engaging with that person, that they are obliged to pass on appropriate/relevant information to the Police concerning the commission of crime and disorder or the safe guarding of a young person.

This agreement will appear on the MPS Publication Scheme in accordance with the requirements of the Freedom of Information Act 2000. This will also allow members of the public to understand how their personal information may be used by the MPS.

3.1.5 Human Rights - Article 8: The Right To Respect For Private And Family Life, Home And Correspondence

There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.

INDICATE: how the Article 8 of the Human Rights Act is to be satisfied

Information shared will always be:

- *In pursuit of a legitimate aim:* The aim of this agreement is to reduce the amount of violence especially gang and gun related violence through engaging identified gang members and leading them away from a future criminal lifestyle. This is therefore compatible with the core functions and duties of the police, as founded under common law, and the Crime and Disorder Act 1998 and Children Act 2004.
- *Proportionate:* The information to be supplied is proportionate for the needs of this agreement as the information will be the minimum necessary for to be able to help the individual move away from a criminal lifestyle.
- *Appropriate and necessary to a democratic society:* Supporting law and order and working to improve its effectiveness and the public confidence in it, is an activity necessary to a democratic society.

3.1.6 Schedule 2, Data Protection Act 1998

In addition to the legal criteria set out above, the information sharing arrangement must satisfy **at least one** condition in Schedule 2 of the Data Protection Act in relation to personal data.

INDICATE: the Schedule 2 Condition(s) Satisfied:

- The exercise of functions conferred under statute [5(b)]

As it compatible with S.115 of the Crime & Disorder Act 1998 where police, local authorities and relevant authorities can share information with regards to crime and anti-social behaviour. It is also compatible with S.11 of the Children Act 2004, where specified agencies must make sure that their functions are discharged with having regard to the need to safeguard and promote the welfare of children.

Brent Police are perusing legitimate policing interests and purposes by disclosing information about individuals who are or at risk of being involved in gangs, violence or gun related activity with the partner agencies to prevent future offences , preserving order and protecting life and property.

- The data subject has consented to the processing [1]

In regards to releasing personal information to identified voluntary sector organisations , Brent Police or partners will be first asking the consent of the individual concerned, and thus fulfilling Condition 1.

3.1.7 Schedule 3, Data Protection Act 1998

If the information is “sensitive” (that is, where it relates to race, ethnic origin, political opinions, religion or belief system, membership of a trades union, physical/mental health or sexual life, the commission or alleged commission of any offence, proceedings relating to the offence) you must satisfy at least one condition in Schedule 3.

INDICATE: How the Schedule 3 Condition is satisfied:

This agreement will involve the disclosure of sensitive personal data such as the commission or alleged commission of an offence, an individual’s race and their ethnic origin.

- The processing is necessary for the exercise of any functions conferred on any person by or under an enactment [7(b)]

This is applicable where the legal power for sharing is identified as statue law including the Crime and Disorder Act 1998 and Children Act 2004.

Identified voluntary organisations can pass information to the Police by the legal gateway of the Crime and Disorder Act 1998 for the purposes of the Act.

- Specified Order made by Secretary of State [10]

These circumstances are defined in *Statutory Instrument 417/2000 - The Data Protection (Processing of Sensitive Personal Data) Order 2000*, which provides for sensitive personal information being processed where: “The processing is necessary for the exercise of any functions conferred on a constable by any rule of law.” (Paragraph10).

This is applicable where the legal power for sharing has been identified as common law.

- The data subject has given their explicit consent to the processing of the personal data [1]

Condition 1 will also be met as before information is shared with identified voluntary sector organisations, consent will be sought from the individual.

3.2 Second Principle

Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.

INDICATE: how the agreement complies with the second data principle

This information was obtained for Policing purposes, which are listed above. Under this arrangement it will not be processed in any manner contradictory to these purposes.

3.3 Third Principle

Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

INDICATE: how the agreement complies with the third data principle

Four different areas of MPS information will be shared. These areas are;

- a) Information concerning individuals who have already been identified through the Gangs Matrix and are involved with partner agencies.
- b) Details of individuals who are known to the police, match PMAP criteria and would benefit from interaction with partner agencies.
- c) Information concerning the gangs of Brent.
- d) Other relevant information concerning the area.

Information provided will be taken from various MPS crime and intelligence reporting systems such as CRIS, Crimint+, CAD, Custody, STOPS and Merlin and potentially from the Police National Computer (PNC).

When personal information about individuals who are known to police and are involved / should be involved with the partner agencies is being shared, this may consist of the following;

- name, address, Date of birth, aliases,
- area where they live,
- gang membership,
- a photo,
- education status
- and details of contact with police.

It may also be necessary to share similar information concerning their associates, family members, gang affiliations and their activities to the partner agencies. By making them more aware of the situation, they will then be able to focus their efforts effectively and safely.

3.4 Fourth Principle

Personal data shall be accurate and, where necessary, kept up to date.

INDICATE: how the agreement complies with the fourth data principle

This information comes from MPS corporate systems and is subject to our normal procedures and validations intended to ensure data quality. Any inaccuracies should be notified at PMAP or through the Single Point of Contact (SpOC)

Information passed to police by will be recorded on their own databases and will be accurate and on the minutes of PMAP meetings.

3.5 Fifth Principle

Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

INDICATE: how the agreement complies with the fifth data principle

Personal information supplied to Brent Police which is accurate, adequate, up to date and necessary for policing purposes, will be held for a minimum of six years from the date of creation. This six year minimum is a means of ensuring that forces have sufficient information to identify offending patterns over time, and helps guard against individuals' efforts to avoid detection for lengthy periods. This is in compliance with the Management of Police Information Guidance 2006

Partner agencies may retain the shared information for as long as is necessary and appropriate to provide services to young people. Records of young people they no longer provide services will be securely destroyed.

3.6 Sixth Principle

Personal data shall be processed in accordance with the rights of data subjects under this Act.

INDICATE: how the agreement complies with the sixth data principle

- Partners to this arrangement will respond to any notices from the Information Commissioner that imposes requirements to cease or change the way in which data is processed.
- Partners will comply with subject access requests in compliance with the relevant legislation.
- The MPS reserves the right to withdraw right of use of the data at any time.

3.7 Seventh Principle

Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

INDICATE: how the agreement complies with the seventh data principle

Measures to satisfy the Seventh Principle are detailed in the Baseline Security Assessment document - prepared as part of the development of this agreement and included in the final section of the purpose specific agreement, "Description of Arrangements including security matters"

3.8 Eighth Principle

Personal data shall not be transferred to a country or territory outside the European Economic Area, unless that country or territory ensures an adequate level of protection of the rights and freedoms of data subjects in relation to the processing of personal data

INDICATE: how the agreement complies with the eighth data principle

The information is not intended for transfer outside the European Economic Area. .

Section 4 Description of arrangements including security matters.

4.1 RISK CONTROLS MEASURES - COUNTERMEASURES

Business Continuity

PMAF is attended by all partners, and police are always represented and in a position to update on request. All requests are placed on the role profiles. In terms of business continuity these databases already have back-up processes in place. It is not envisaged that any additional measures will need to be taken in order to produce this information.

4.2 Confidentiality and Vetting

On attendance at PMAF case management meetings all partners sign a confidentiality agreement. Terms and conditions around how the information can be used and how it will be stored are built into this agreement and have been signed by the partners. The information will be exchanged on the agreement that it is necessary for the purposes of tackling crime and disorder and will only be used by the partners for those reasons.

4.3 Compliance

All partners receiving intelligence from Metropolitan Police systems will be required to keep it "restricted" at their locations of work. Once partners agree to this document all bases will be checked by the Gangs Unit Co-ordinator to ensure they have adequate facilities. This will be reviewed annually. The Service Managers are responsible for supervising arrangements to ensure security controls are being implemented and these will be reviewed annually along with the rest of the agreement.

4.4 Sanctions

All staff working within the Local authority has their own discipline codes for security breaches. Partners will be responsible for ensuring that they have sufficient security in place to protect sensitive information. Voluntary organisations will be asked to ensure security to the same standard.

4.5 Training / Awareness

All partners will be made aware of their responsibilities during the preparation of this process and the agreement will be signed by service managers.

4.6 Partner's Building And Perimeter Security

All partners have secure perimeter and access control facilities to protect from intrusion.

4.7 Storage of Papers

All partners ensure that restricted documents and all paperwork will be placed in lockable cabinets.

4.8 Storage of Information on Partner's System

All partners have secure IT systems with username and passwords. Intelligence will sometimes be sent via secure E mail systems on a need to know basis.

4.9 Movement of Information (Physically)

By hand to a trusted person, signed up to a confidentiality agreement in a secure container or package.

4.10 Movement of Information (Electronically).

Information is occasionally shared electronically using only a secure E mail system.

4.11 Disposal of Electronic Information

Information provided as part of this agreement will be the subject of review by the partner agencies. Information will be destroyed in accordance with agencies code of practice in handling information and with regards to their responsibilities under the Data Protection Act.

If information is stored by partners electronically on their systems, information must be overwritten using an appropriate software utilities e.g. Norton Utilities or CD/disks physically destroyed.

4.12 Disposal of Papers

Partners will use cross-cut shredders or return info to Hackney Police for destruction.

4.13 Review

Procedures will be reviewed annually to ensure partner compliance

4.14 Freedom of Information Requests:

Normal practice will be to make all information sharing agreements available on the MPS Publication Scheme. It is recognised that any of the parties to this agreement may receive a request for information made under the Act that relates to the operation of this agreement. Where applicable, they will observe the Code of Practice made under S.45 of the Freedom of Information Act 2000.

This Code of Practice contains provisions relating to consultation with others who are likely to be affected by the disclosure (or non-disclosure) of the information requested. The Code also relates to the process by which one authority may also transfer all or part of a request to another authority if it relates to information they do not hold.

Section 5 Agreement to abide by this arrangement

The agencies signing this agreement accept that the procedures laid down in this document provide a secure framework for the sharing of information between their agencies in a manner compliant with their statutory and professional responsibilities.

As such they undertake to:

- Implement and adhere to the procedures and structures set out in this agreement.
- Ensure that where these procedures are complied with, then no restriction will be placed on the sharing of information other than those specified within this agreement.
- Engage in a review of this agreement with partners six months after its implementation and annually thereafter.

We the undersigned agree that each agency/organisation that we represent will adopt and adhere to this information sharing agreement:

Agency	Post Held	Name	Signature	Date