



PFCC 
**POLICE, FIRE AND CRIME
COMMISSIONER FOR ESSEX**

Information Sharing Agreement

Essex Police

and

**Police Fire and Crime
Commissioner for Essex**

1. Introduction

This Information Sharing Agreement (ISA) has been developed between the Chief Constable of Essex Police, of Police Headquarters, PO Box 2, Chelmsford CM2 6DA and the Police, Fire and Crime Commissioner for Essex (the 'PFCC'¹) of Kelvedon Park, London Road, Rivenhall, Witham, Essex CM8 3HB hereafter termed 'parties' to explain:

- why the parties have agreed to share information;
- the legal justification behind the sharing;
- who, within each party, has managerial oversight and responsibility for the information sharing;
- which information may be shared;
- the processes for sharing;
- the use of shared information;
- the PFCC's access to the Essex Police IT Infrastructure & associated information;
- how miscellaneous matters will be managed.

This version of the ISA replaces all previous versions of this document.

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

This ISA is designed to provide clarity and reassurance to both parties by setting out the administrative processes by which sharing will occur.

Information shared under this ISA will comprise of some information that is defined as 'personal data' under Data Protection Act 2018 and General Data Protection Regulation 2016 (GDPR) and the ISA helps support both parties' compliance with that legislation.

In October 2017 the Essex PCC took on single governance role for Essex Fire & Rescue Service and since that point he has become the Police, Fire and Crime Commissioner for Essex (PFCC). This ISA refers to dealings between the PFCC and Essex Police. Information sharing between the PFCC and Essex Fire & Rescue Service are subject to a separate ISA.

Both organisations are subject to the Data Protection Act 2018 and GDPR and consequently they have appointed Data Protection Officers who may provide guidance and advice on information sharing and associated policy and procedure.

2. Why the parties have agreed to share information

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

¹ For the purposes of this ISA the term PFCC is used to encompass the person elected as the Police, Fire and Crime Commissioner for Essex and any staff authorised to work for or on their behalf or under their direction and control.

The Policing & Crime Act 2017 obligated 'Blue Light Services' to collaborate more effectively. Following public consultation, the submission of a business case and approval by the Home Office, the PCC for Essex took on single governance of the Essex Fire & Rescue Service in October 2017, becoming the Essex Police, Fire & Crime Commissioner, Fire & Rescue Authority.

In order for the PFCC to discharge those functions there is a requirement for some information in the possession of Essex Police to be shared with the PFCC. A reciprocal sharing of some information from the PFCC to Essex Police may also be required to assist in the discharge of the PFCC's functions.

This ISA is not intended to cover a) information sharing between the PFCC and the Essex Police, Fire and Crime Panel or b) information sharing between the Essex Police, Fire & Crime Panel and Essex Police. Both a) and b) will be subject of a separate ISA in due course.

3. How the sharing can be legally justified

The legal justification for the sharing of information between Essex Police and the PFCC is derived from the Police Reform and Social Responsibility Act and Statutory Instrument 2011 No. 2744, ['The Policing Protocol Order 2011'](#).

That instrument is an outcome of Section 79 of the Police Reform and Social Responsibility Act 2011 which required the Secretary of State to issue a Policing Protocol, namely a document setting out, or otherwise making provision about, the ways in which relevant persons should exercise or refrain from exercising functions so as to encourage, maintain or improve working relationships or limit or prevent the overlapping or conflicting exercise of functions.

"Relevant persons" for these purposes are the Secretary of State (in the exercise of their policing functions), elected local policing bodies (namely police and crime commissioners and the Mayor's Office for Policing and Crime), chief officers of police forces maintained by elected local policing bodies, and police and crime panels. These persons must have regard to the Policing Protocol in exercising their functions.

Paragraph 19 of that Statutory Instrument states:

"In order to enable the PCC to exercise the functions of their office effectively, they will need access to information and officers and staff within their force area. Such access to any information must not be unreasonably withheld or obstructed by the Chief Constable and/or fetter the Chief Constable's direction and control of the force."

In order for Essex Police to provide information to the PFCC the PFCC will on occasions, need to make requests for information, and those requests themselves may be considered information sharing.

4. Managerial Oversight for the Information Sharing

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

In the case of Essex Police the force's Head of Analysis (Mark Johnson) will perform that role. He is based at Police Headquarters and may be contacted by email at [Mark Johnson@essex.pnn.police.uk](mailto:Mark.Johnson@essex.pnn.police.uk).

For the PFCC that role will be conducted by the Chief Executive, Pippa Brent Isherwood. She is based at the office of the PFCC and may be contacted by email at Pippa.Brent-Isherwood@essex.pnn.police.uk.

Both individuals are responsible for the management and revision of this ISA and ensuring compliance with it.

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

5. Information that may be shared

As a broad principle any information within the possession of Essex Police may be considered for sharing with the PFCC.

That said, information will only be shared by Essex Police with the PFCC where all of the following apply:

- the sharing is reasonably required to assist the PFCC in exercising the functions of their office (as legally defined) effectively;
- the sharing would not fetter, restrict or restrain the Chief Constable's direction and/or control of Essex Police, nor prejudice ongoing or potential investigations or prosecutions by Essex Police or other parties;
- the sharing would not contradict any legal obligation upon Essex Police that precluded sharing.

Information will be shared by the PFCC with Essex Police where necessary to exercise the PFCC's functions or where thought necessary to assist the 'policing purpose'.

6. Processes for sharing

The detailed processes for sharing information between Essex Police and the PFCC will continue to be developed by both parties at regular appropriate intervals and may be documented in future revisions of this ISA.

Information will be shared in accordance with any of the following basic process models, with the most appropriate option used according to the circumstances:

- **Request and Respond** – the PFCC will approach Essex Police to request information it believes the latter does, or may, hold. This could be via telephone, email, letter, arising from a meeting, or by use of a form. Essex Police will then respond to the PFCC by any of those means.
- **At a Meeting** – a meeting (with terms of reference, agenda etc.) will be held to which representatives of the PFCC and Essex Police will be invited. The parties will attend with their information likely to be of interest to the other party. During the course of the meeting parties will disclose relevant information as necessary.
- **'Self-Service'** – Essex Police will permit the PFCC to have direct access to its information (usually via the Essex Police IT infrastructure) and the PFCC will obtain the information through that process. Access to the Essex Police IT infrastructure is detailed more fully in Section 8 of this agreement.
- **Digital Feed** – Essex Police will automatically provide the PFCC with information digitally via an IT infrastructure, usually on a regular, repeated basis.

Information shared will be provided in any of the following formats, with the most appropriate option used according to the circumstances:

- Verbally (e.g. either face to face meetings or via the telephone).
- Digitally – e.g. via email, text, through access to an IT System, via digital media, via screen etc.
- Hard copy – e.g., via completed forms, print outs, other documents.

The sharing will be undertaken by either of the individuals identified in Section 4, and any other individuals nominated by them as being permitted to do so. The parties may provide each other with the names and contact details of such individuals upon request.

It is the responsibility of each signatory to ensure that appropriate staff training and awareness sessions are provided in relation to this ISA.

7. Use of Shared Information

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

- (i) the PFCC for the purposes of the effective exercise of the PFCC's functions (as legally defined)² or as otherwise required by, or under, any rule of law.
- (ii) Essex Police in the support of the PFCC's functions, or for 'the policing purpose' or as otherwise required by, or under, any rule of law.

Any information shared under this ISA will not be used in a manner that contradicts any prohibition on further disclosure including, where applicable, the common law duty of confidence. Shared information will be accessed by individuals or disclosed to them on a 'need-to-know' basis.

Both parties will pay due regard to the protective marking applied to shared information under the Government Security Classification Scheme.

As separate 'controllers' both parties are individually obliged to ensure that information received from the other party which is 'personal data' is 'processed'³ in accordance with the requirements of the Data Protection Act 2018 and GDPR.

8. Breaches

Any breaches of security, confidentiality or other violations of shared data must be reported to the owning party as soon as possible and in any case within 24 hours.

Any breach of information by a signatory partner is their responsibility. Each party is accountable for any misuse of information supplied and the consequences of such misuse.

The parties shall provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach. In the event of a dispute or claim brought by a data subject or the Data Protection Authority concerning the processing of shared personal data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

² Essex Police recognises that this means, subject to consideration that some information shared with the PFCC may be required to be further shared by the PCC to the Essex Police & Crime Panel.

³ As defined in the Data Protection Act 2018 & GDPR

9. PFCC Access to the Essex Police IT Infrastructure

Essex Police provides the PFCC with access to the Essex Police IT Infrastructure to:

- facilitate 'self-service' information sharing (see Section 5);
- provide the PFCC with an IT infrastructure for the PFCC's own organisational purposes, including use of email, intranet, extranet, and internet.

Access to the IT infrastructure by the PFCC is subject to the PFCC agreeing to comply with the following relevant Essex Police Policy & Procedures:

- W 1000 Policy – Information Management & Assurance
- W 1001 Procedure – ICT Acceptable Use
- W 1002 Procedure – User Account Management
- W 1004 Procedure – Incident Reporting & Management
- W 1006 Procedure - Government Security Classification Scheme
- W 1008 Procedure – Physical Security
- W 2013 Procedure – Appropriate Access and Use of Police Information

Essex Police will not access the PFCC's IT infrastructure (a sub-set of the Essex Police IT infrastructure) except where necessary for the maintenance of that infrastructure.

10. Miscellaneous Matters

Both parties:

- Agree to the requirements placed upon them and others within their organisations by this ISA.
- Agree that they may withdraw from the ISA upon giving written notice to the other signatory. A party which withdraws must continue to comply with the terms of this ISA in respect of any information that the party has obtained through being a signatory. Information which is no longer relevant should be returned or destroyed in an appropriate manner.
- Agree to review the ISA within twelve months from the date this ISA comes into effect and thereafter as necessary. The review will be initiated by either of the individuals listed in section 4. They will consider whether the ISA is still useful and fit for purpose, identify any emerging issues, and determine whether the ISA should be extended for a further period or whether to terminate it. The decision to extend or terminate the ISA, and the reasons, will be recorded.
- Agree to respect any handling requirements, for example those arising from the use of the Government Security Classification Scheme.

- Agree that when an information security incident or potential incident occurs within the PFCC which involved the disclosure or loss of information derived from Essex Police, or is facilitated through the PFCC's access to the Essex Police IT infrastructure, the PFCC Data Protection Officer will inform the Essex Police Data Protection Office soon as possible after the event is detected. In the latter's absence the PFCC Data Protection Officer will inform the on-call Professional Standards Department lead via the Force Control Room. A reciprocal arrangement will be followed should there be any information security incident involving information derived from the PFCC.
- Agree that all PFCC staff, Essex Police Officers and Staff will be vetted to the appropriate level in accordance with the NPCC Vetting Policy, except where precluded by any rule of law, prior to having access to information derived from the other party.
- Agree that should they receive any request for information, such as a Freedom of Information request, Data Protection Subject Access request, or under any other under rule of law that encompasses information provided by the other party they will advise the providing party as soon as possible, and in any case prior to the disclosure of the information, in order that the potential implications of responding to the request can be fully assessed and any necessary remedial actions initiated. Liaison will be between the two organisation's Data Protection Officers.
- Agree that should they receive any complaint concerning information provided by the other party they will advise the other party as soon as possible, and in any case prior to responding to the complaint in accordance with their organisations' complaints procedures.
- Agree to share letters and digital communications from Members of Parliament (and those of similar standing) with the other party to this agreement where the content and response falls within their respective responsibilities, with appropriate consent obtained and fairness requirements met as is necessary. Where a letter or digital communication contains operational matters Essex Police will provide the PFCC with a response to that matter, the PFCC will respond to the communication.
- Agree to provide all staff involved with information sharing under this ISA with sufficient training and guidance to enable them to comply with this ISA.
- Agree that this ISA may be made available to the public in its entirety.

11. Signatories of this agreement

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

Signed on behalf of the PFCC

By.....

Signatory's title, name and position.....
*ROGER HIRST, POLICE FIRE & CRIME
COMMISSIONER FOR ESSEX*

Date signed 4/12/18

Signed on behalf of Essex Police

By BT W.

Signatory's title, name and position CHIEF CONSTABLE BT HARRINGTON ESSEX

Date signed 23/11/2018