



**Information Sharing Agreement:**  
**Police, Fire and Crime Commissioner for**  
**Essex**  
**and**  
**Police, Fire and Crime Panel for Essex**

## 1. Introduction

This Information Sharing Agreement (ISA) has been developed between the Police, Fire and Crime Commissioner for Essex (the 'PFCC'<sup>1</sup>), of Kelvedon Park, London Road, Rivenhall, Witham, Essex, CM8 3HB and the Police, Fire and Crime Panel for Essex (PFCP<sup>2</sup>) of 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;
- 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 the Data Protection Act 2018 and the 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 a single governance role for Essex Fire and Rescue Service and since that point has become the Police, Fire and Crime Commissioner (PFCC). In line with this change the Essex Police and Crime Panel, since October 2017, is the Essex Police, Fire and Crime Panel.

Both entities are subject to the Data Protection Act 2018 and GDPR. The PFCC and Essex County Council have consequently appointed a Data Protection Officer (DPO) who may provide guidance and advice on information sharing and associated policy and procedure.

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

<sup>2</sup> For the purposes of this ISA the term PFCP is used to encompass the Essex Police, Fire & Crime Panel and any staff authorised to work for or on their behalf or under their direction and control.

## 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 (excluding London) and set out the functions that the PFCC and the PFCP must discharge.

The Policing and 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 and Rescue Service in October 2017, becoming the Essex Police, Fire and Crime Commissioner, Fire and Rescue Authority. Equally, the Essex Police and Crime Panel scrutinise the PFCC and are now the Essex Police Fire and Crime Panel (PFCP)

For the PFCP to discharge those functions there is a requirement for some information in the possession of the PFCC to be shared with the PFCP. A reciprocal sharing of some information from the PFCP to the PFCC 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 or b) information sharing between the Essex Police, Fire and Crime Panel and Essex Police.

It is anticipated that a) is likely to be supported by a separate ISA to which Essex Police, Fire and Crime Panel will not be a party, while sharing as per b) (except in one specific case<sup>3</sup>) is thought unlikely to be necessary.

## 3. How the sharing can be legally justified

The legal justification for the sharing of information between the PFCC and the PFCP is derived from the Police Reform and Social Responsibility Act 2011 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 her 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 24 of that Statutory Instrument relates to Police and Crime Panels and states:

*"The Panel provides checks and balances in relation to the performance of the PCC. The Panel does not scrutinise the Chief Constable – it scrutinises the PCC's exercise of their statutory functions. While the Panel is there to challenge the PCC, it must also exercise its functions with a view to supporting the effective exercise of the PCC's functions. This includes-*

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<sup>3</sup> S9(3) The Elected Local Policing Bodies (Complaints and Misconduct) Regulations 2012 states "Where a complaint is made to a chief officer of police that relates to the conduct of a relevant office holder, he shall give notification of the complaint to the police and crime panel."

...

*(d) the power to review the draft Plan and make recommendations to the PCC who must have regard to them;*

*(e) the power to review the PCC's Annual Report and make reports and recommendations at a public meeting, which the PCC must attend;*

*(f) the power to require relevant reports and information in the PCC's possession (except those which are operationally sensitive) to enable them to fulfil their statutory obligations*

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In order for the PFCC to provide information to the PFCP, the PFCP will, on occasion, 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 the PFCC, the Chief Executive, Pippa Brent Isherwood, will perform that role. She is based at the office of Police, Fire and Crime Commissioner and may be contacted by email at [Pippa.Brent-Isherwood@essex.pnn.police.uk](mailto:Pippa.Brent-Isherwood@essex.pnn.police.uk)

For the PFCP that role will be conducted by the Head of Democracy and Transparency at Essex County Council, currently Joanna Boaler. The Head of Democracy and Transparency is based at the offices of Essex County Council (County Hall, Chelmsford) and may be contacted by email at [democratic.services@essex.gov.uk](mailto:democratic.services@essex.gov.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 methods described in Section 6.

#### **5. Information that may be shared**

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

However, information will only be shared by the PFCC with the PFCP where all of the following apply:

- the sharing is reasonably required to assist the PFCP in the exercising of its functions (as legally defined) effectively;
- the sharing would not contradict any legal or contractual obligation upon the PFCC that precluded sharing;
- the sharing would not in the view of the PFCC, 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.

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

## 6. Processes for sharing

The detailed processes for sharing information between the PFCC and the PFCP will be developed by both parties at regular appropriate intervals and may be documented in a further iteration 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 PFCP will approach the PFCC to request information it believes the latter does, or may, hold. This could be via telephone, email, fax, letter, arising from a meeting, or by use of a form. The PFCC would then respond to the PFCP by any of those means.
- **At a Meeting** – a formal meeting (with terms of reference, agenda etc.) will be held by the PFCP to which the PFCC (and on occasions the Chief Constable) will be invited. The parties will attend with their information likely to be of interest to parties. As a part of this agreement all parties accept that confidentiality is implicit. During the course of the meeting parties disclose relevant information as necessary.

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 will provide each other with the names and contact details of such individuals and will revise those lists as necessary.

## 7. Use of Shared Information

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

- (i) the PFCP for the purposes of the effective exercise of the PFCP's functions (as legally defined) or as otherwise required by, or under, any rule of law.
- (ii) The PFCC in support of the PFCP'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 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 'data controllers' both parties are individually obliged to ensure that information received from the other party which is 'personal data' is 'processed'<sup>4</sup> in accordance with the requirements of the Data Protection Act 2018 and GDPR.

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<sup>4</sup> As defined in the Data Protection Act 2018

## 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.

## 9. Miscellaneous Matters

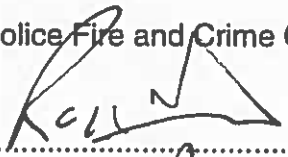
Both parties:

- Agree that they may withdraw from the ISA upon giving written notice to the other signatories. A party who 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 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 Protective Marking Scheme (GPMS).
- 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 rule of law that encompasses information provided by the other party they will advise the providing party as soon as possible. In any case communication between the parties should be prior to disclosure of the information, so that the potential implications of responding to the request can be fully assessed and any necessary remedial actions initiated.
- Agree that should they receive any complaint concerning information provided by the other party they will advise the other party as soon as possible and in any case prior to responding to the complaint.
- Agree to provide all staff involved with information sharing under this ISA with sufficient training and guidance to enable them to comply with this ISA.
- Agree that this ISA may be made available to the public in its entirety.

### 10. 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 Police Fire and Crime Commissioner for Essex

By..... 

Signatory's title, name and position..... Roger Huesc, PFCC

Date signed..... 4/1/18

Signed on behalf of the Essex Police, Fire and Crime Panel

By..... LANNA BOALER 

Signatory's title, name and position..... Head of Democracy and Transparency

Date signed..... 26 November 2018

