



Draft MoU Template

THIS MOU is made on the [xx] day of [xx] 20[xx]

BETWEEN

THE MINISTRY OF JUSTICE of 102 Petty France, London SW1H 9AJ ("MoJ")

AND

THE POLICE AND CRIME COMMISSIONER ("PCC")

GLOSSARY

In this MoU the following words and phrases may be used and will have the following meanings, unless expressly stated to the contrary

Definition	Interpretation
Association of Police and Crime Commissioners	The Association of Police and Crime Commissioners (APCC) is a company limited by guarantee and to which all Police and Crime Commissioners (PCCs), and those with PCC responsibilities are members.
Criminal Offence Data	Criminal offence data includes the type of data about criminal allegations, proceedings or convictions.
Data	includes non-personal data that is collected for a legitimate business function by the Participants and when shared between the Participants can support the Participants to better deliver their respective business objectives and/or functions.
Data Protection Legislation	The Data Protection Legislation" means: (a) the UK General Data Protection Regulation (UK GDPR) (b) the Data Protection Act 2018 (DPA 2018) (c) The Privacy and Electronic Communications Regulations (PECR).
Data Protection Impact Assessment (DPIA)	A tool that can be used to identify and reduce the privacy risks of any activity where Data is processed (including Data Sharing)
Data Subject	Means (as defined in the Data Protection Legislation) the identified or identifiable living person to whom data relates.
General Data Protection Regulation (GDPR)	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of data and on the free movement of such data and repealing Directive 95/46/EC
Human Rights Act 1998 (HRA)	The Human Rights Act 1998 sets out the fundamental rights and freedoms that everyone in the UK is entitled to. It incorporates the rights set out in the European Convention on Human Rights (ECHR) into domestic British law. The Human Rights Act came into force in the UK in October 2000.
Local Policing Bodies	Police and Crime Commissioners, Mayors who exercise PCC and equivalent functions in England, the Common Council of the City of London in its capacity as a police authority and Police, Fire and Crime Commissioners in their capacity as local policing bodies and in the exercise of those functions.
Personal Data	Means (as defined in the Data Protection Legislation) any data relating to an identified or identifiable living person ('data subject'). An identifiable living person means a living individual who can be identified, directly or indirectly, in particular by reference to: a) an identifier such as a name, an identification number, location data, an online identifier or b) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

Privacy Information Notice (PIN)	A Privacy Information Notice is a publicly available statement or document that sets out some or all the ways a party gathers, uses, discloses, and manages a customer or client's data. It fulfils a legal requirement to protect a customer or client's privacy.
Processor	Means (as defined in the Data Protection Legislation), any person who processes data on behalf of the Controller (other than an employee acting within the scope of their duties)
Process/Processed/Processing	Means (as defined in the Data Protection Legislation) the collecting, recording, storing, retrieving, amending altering, disclosing/sharing, deleting, archiving and destroying data.
Special Category Data	Special category data is data which the GDPR says is more sensitive, and so needs more protection. The GDPR defines special category data as: <ul style="list-style-type: none"> • data revealing racial or ethnic origin; • data revealing political opinions; • data revealing religious or philosophical beliefs; • data revealing trade union membership; • genetic data; • biometric data (where used for identification purposes); • data concerning health; • data concerning a person's sex life; and • data concerning a person's sexual orientation

1	INTRODUCTION AND PARTICIPANTS TO THE MOU
<p>1.1 This Memorandum of Understanding (“MoU”) sets out the general context and conditions under which Police and Crime Commissioners (PCCs) will access the HMPPS Performance Hub hereafter known as “The Hub” and the Segmentation Tool.</p> <p>1.2 This MoU will be entered into by the MOJ Chief Data Officer on behalf of MoJ and HMPPS and the Police and the Crime Commissioner who are responsible for the purpose-specific data sharing activity to which this MoU relates.</p> <p>1.3 Collectively the bodies named above in section 1.2 are referred to as ‘Participants’ and individually are referred to as a “Participant”.</p> <p>1.4 The MoU sets out the framework for regulating access to the Hub and Segmentation Tool and its use by the participants’ designated staff. The MoU will enable participants to monitor and improve probation and prison performance whilst reducing the risk of management information data being unnecessarily released into the public domain outside of a valid Freedom of Information request more effectively.</p> <p>1.5 This MoU also records the levels of service committed to by the signatories and reflects the participants’ obligation to enforce conformance to service procedures and agreed usage. Each party to this MoU will use all reasonable endeavours to deliver the obligations set out in this MoU.</p>	
2	FORMALITIES
<p>2.1 This MoU will come into effect on [Insert date here].</p> <p>2.2 The date of the review of this MoU is [Insert date here].</p>	

3 | CONTROLLER STATUS OF THE PARTICIPANTS

3.1 HMPPS (under MoJ data controllership) is the primary data owner for the data held on the Hub and the Segmentation Tool.

3.2 MoJ and HMPPS (MOJ Data & Analysis Directorate, MoJ Digital & Technology Directorate, and the HMPPS Insights Group) collaboratively develop and control access to the Hub and the Segmentation Tool.

3.3 Local Policing Bodies (Police and Crime Commissioners, Police, Fire and Crime Commissioners, Mayors who exercise PCC and equivalent functions in England) – referred to as PCCs in this MoU and their designated staff are given access to the Hub and the Segmentation Tool under this MoU and are to abide by the terms set out within it and are Data Processors.

3.4 The General Data Protection Regulation 2018, and the Data Protection Act 2018 place certain obligations upon a Data Controller to ensure that any Data Processor it engages provides sufficient guarantees to ensure that the processing of the data carried out on its behalf is secure.

3.5 This MoU exists to ensure that there are sufficient security guarantees in place, and that the processing complies with obligations equivalent to those of the Third and Sixth Data Protection Principle.

3.6 Summary of key roles and responsibilities of each participant in this MoU

i. Role of MoJ

- To take all reasonable steps to adhere to all aspects of the MoU;
- To appoint a designated Senior Responsible Officer;
- To provide training to new Users of the Hub and Segmentation Tool;
- To grant access to new Users of the Hub and the Segmentation Tool and keep audits of who has access;
- To continue to develop and expand the Hub and the Segmentation Tool;
- To respond to any queries, which can be raised by emailing the designated points of contact for MoJ in Annex **A**.

ii. Role of the PCC

- To take all reasonable steps to adhere to all aspects of the MoU;
- To appoint Designated Users;
- To only access Hub and Segmentation Tool data through Designated Users in accordance with the provision of this MoU;
- Designated Users will sign 'User Acceptance Statements' (Annex **D**) and adherence will be monitored through quality checking and audits;
- To access Hub and Segmentation Tool data on a case-by-case basis for the purpose of meeting the purpose as set out in Section 5 of this MoU.

iii. Role of the Association of Police and Crime Commissioners (APCC)

- To appoint a designated Senior Responsible Officer;
- Provide an up-to-date list of PCC Designated Users to the MoJ and review it annually.

4 | **TYPE OF DATA SHARING ACTIVITY**

4.1 The MoJ is making data available to the PCC via direct access to the HMPPS Performance Hub and Segmentation Tool.

4.2 Access will be granted on a read only basis with no ability to edit the data although Users will be able to filter the dashboards in table or chart format or download the data into an excel spreadsheet for their own analysis.

4.3 Whilst no PCC data is available to be shared with HMPPS as part of this MoU, it is recognised that there will be local data sharing arrangements in place between PCCs and the Probation Service for more reciprocal data sharing and for the development, monitoring and evaluation of procured or co-commissioned rehabilitative services under local MoUs.

Overview of The HMPPS Performance Hub

4.4 The Performance Hub is a web-based corporate reporting service that provides staff from prisons, probation, Ministry of Justice and associated organisations (collectively referred to as “Users”) with data collection, validation, collation and reporting.

4.5 It is hosted collaboratively by MoJ’s Data & Analysis and Digital & Technology Directorates. The PCC acknowledges that participation and access to the Hub is subject to accepting the terms of this MoU. Access to, and use of, the Hub requires explicit written and current authorisation via this MoU and is conducive to protecting and enhancing public safety and delivering on the [MoJ priorities](#): protect the public from serious offenders, improve the safety and security of our prisons, reduce reoffending and deliver swift access to justice. Users of the Hub consent to any activity to be recorded, including but not limited to: login and logout actions; submission of returns and upload of data and running reports and downloading data.

4.6 Unauthorised access or attempts to alter, damage or destroy data, programs or equipment will result in immediate revoking of a User’s access to the Hub and may lead to criminal prosecution.

4.7 Users must abide by the "Conditions of Use": [HMPPS Performance Hub Conditions of Use](#) (Annex C) and the terms of this MoU. Where there is a conflict between the Conditions of Use and this MoU, the Conditions of Use shall prevail.

4.8 Users’ line managers are responsible for informing the Hub administrator mailbox (hubusers@justice.gov.uk) when a User no longer requires access to the Hub, e.g. changing role or leaving the organisation through which they have access in order that the User's access rights to the Hub can be removed. An annual audit will also take place to review the list of Designated Users.

4.9 Notwithstanding any breach of the terms of this MoU, the MoJ may at its absolute discretion revoke or restrict a User’s access to the Hub at any time.

Overview of the Segmentation Tool

- 4.10** Through this MoU, Designated Users will also have access to the web-based Segmentation Tool app which provides additional population data on risk of reoffending, responsivity factors, and criminogenic needs of the prison and probation caseloads.
- 4.11** Users must abide by the "Conditions of Use": [Segmentation Tool Conditions of Use](#) (Annex C) and the terms of this MoU. Where there is a conflict between the Conditions of Use and this MoU, the Conditions of Use shall prevail.
- 4.12** Users' line managers are responsible for informing the Segmentation Tool administrator mailbox (Segmentation-Requests@justice.gov.uk) when a User no longer requires access to the Tool, e.g. changing role or leaving the organisation through which they have access in order that the User's access rights can be removed. An annual audit will also take place to review the list of designated Users.
- 4.13** Both Hub and Segmentation Tool administrator mailboxes need to be contacted to remove both accounts.

5 | PURPOSE AND INTENDED BENEFITS OF THE DATA SHARING

Purpose

- 5.1** Reducing reoffending is a shared interest for PCCs and HMPPS. The purpose of sharing data between the participants is to prevent and/or reduce crime and disorder and reduce reoffending.
- 5.2** The MoU seeks to facilitate the secure exchange of non-personal, aggregated data, provide more consistent data sharing and increase confidence in sharing reducing reoffending data. This will ensure that PCCs and HMPPS work most effectively together to reduce reoffending, taking advantage of the opportunities presented to further collaboration.
- 5.3** This aligns to the Government's 2019 manifesto commitment to strengthen and expand the role of PCCs and follows Part Two of the PCC Review which provided an opportunity to ensure that PCCs have the ability to work across the Criminal Justice System to cut crime, drugs misuse and antisocial behaviour, whilst continuing to strengthen their accountability to the public. The Review will also define the role of the PCC as Chair of the Local Criminal Justice Board.
- 5.4** Access to the Hub and the Segmentation Tool is necessary and appropriate for participants to ensure there is a single version of HMPPS performance against national measures both at a probation delivery unit and national level. This allows Users to have access to a frequently updated family of digital analysis/insights on probation and prison performance, which should lead to a better understanding of probation and prison outcomes to inform local reducing reoffending priorities.
- 5.5** We will aim for this MoU to be aligned with the PCC Review data-sharing measures, including the development of national guidance on data sharing between CJS partners, as well as building on the CJS data improvement programme, and measures within the Serious Violence Duty.

Intended Benefits

5.6 Specifically, access for PCCs to HMPPS performance data will be critical to facilitate better criminal justice outcomes.

5.7 The intended benefits are to:

- a. assist the work of the PCC and the Probation Service in developing and delivering their respective Police and Crime Plan and Regional Reducing Reoffending Plan.
- b. improve accountability against measures which should lead to better delivery, use of resources, improved effectiveness, and efficiency.
- c. inform the co-commissioning activity which is expected to contribute to the commissioning of rehabilitation and resettlement provision. PCCs and Regional Probation Directors will be expected to inform commissioning priorities in each region and to consider pooling funds to commission and co-commission services to reflect specific local needs.

6 HANDLING OF DATA

Publication

6.1 The Hub and the Segmentation Tool are intended to provide internal performance management information **not for publication**. To do this effectively, timeliness is considered more important than complete accuracy. Performance data based on returns from areas/establishments is therefore not subject to full checks which would delay its inclusion on the Hub and the Segmentation Tool. For this reason, the accuracy of data from the Hub and the Segmentation Tool cannot be guaranteed. Such data should not be used explicitly or implicitly in circumstances in which complete accuracy and certainty are required.

6.2 Users should not release unpublished management information into the public domain prior to their use in the scheduled publication of official statistics in their final form.

6.3 Where publicly available official statistics and national statistics on [GOV.Uk MoJ](https://www.gov.uk/government/organisations/ministry-of-justice) and <https://www.data.justice.gov.uk> exist, this information should always be used in preference to any management information available on the Hub and the Segmentation Tool.

6.4 If a User wishes to publish in the public domain any material on the Hub and the Segmentation Tool which does not come under the publicly published statistics outlined in 6.3, the User must seek the prior consent of MOJ (Head Statistician, Data and Analysis) in writing, with such consent to be granted at their absolute discretion. To request consent, the User must email hubusers@justice.gov.uk.

6.5 All Users must abide by the UK Statistics Authority's Code of Practice on Publication, as may be amended from time to time (<https://www.statisticsauthority.gov.uk/code-of-practice/the-code/trustworthiness/t3-orderly-release/>).

6.6 To reduce the risk of a breach of the Code of Practice, Users of unpublished management information that feeds into official statistics must:

- 6.6.1 abide by the Conditions of Use attached to the data and Hub/Segmentation Tool use;
- 6.6.2 avoid comment on, or report, unpublished data; and
- 6.6.3 not make any public statement that prejudices or pre-empts the contents of any subsequent statistical release.

6.7 The User shall comply with all applicable laws, statutes, regulations and codes from time to time in force. If you have any queries, please email hubusers@justice.gov.uk in the first instance.

7 | THIRD-PARTY SHARING

7.1 The data cannot be further shared with third parties unless specifically approved by MoJ, in accordance with this MoU. Recipients of the data must not share the data with any contractor or third party acting on their behalf.

7.2 This data can only be shared with Local Criminal Justice Board (LCJB) organisations and/or other organisations who are part of Boards responsible for reducing reoffending (Reducing Reoffending Partnership Boards or Community Safety Partnership Boards, other PCC staff, or other PCCs in the same HMPPS region), not privy to this MoU for the purpose of meeting the legitimate reasons for access as set out in [5.1](#). However, **Users must explain to those outside of this MoU that they must not release data from the Hub and the Segmentation Tool into the public domain** or take copies of Hub and Segmentation Tool data and share them with other third parties not privy to this MoU.

7.3 Users may use screen-scrapes of Hub and Segmentation Tool data in meetings and associated documents for the purpose of meeting the legitimate reason for access. Where data from the Hub and the Segmentation Tool are used in meetings for discussion or in reports, the figures should be redacted in the minutes if they are being made public.

7.4 If a User wishes to share any material on the Hub and the Segmentation Tool which does not come under the publicly published statistics outlined in 6.3 with other third parties, the User must seek the prior consent of MOJ (Head Statistician, Data & Analysis) in writing, with such consent to be granted at their absolute discretion. To request consent, the User must email hubusers@justice.gov.uk.

8 | LEGAL CONSIDERATIONS - LEGAL POWERS

8.1 The following pieces of existing legislation have been considered in the construct of this MoU:

- A. Section 10 of the Police Reform and Social Responsibility Act (PRSRA) 2011 sets out duties for the elected local policing body for a police area (PCCs), and the criminal justice bodies¹ which exercise functions as criminal justice bodies in that police area, to make arrangements (so far as it is appropriate to do so) for the exercise of functions so as to provide an efficient and effective criminal justice system for the police area.
- B. Section 8 of the Police, Crime, Sentencing and Courts Act (PCSC Act) 2022 sets out a duty to collaborate and plan to prevent and reduce serious violence, requiring specified authorities to work together to prevent and reduce serious violence. It also requires the

¹ In this section—

“criminal justice body”, in relation to the elected local policing body for a police area, means—

(a) the chief officer of police for that police area;

(b) the Crown Prosecution Service;

(c) the Lord Chancellor, in exercising functions under section 1 of the Courts Act 2003 (duty to ensure efficient and effective courts service);

(d) a Minister of the Crown, in exercising functions in relation to prisons (within the meaning of the Prison Act 1952);

(e) a youth offending team established under section 39 of the Crime and Disorder Act 1998;

(f) a person with whom the Secretary of State has made contractual or other arrangements, under section 3(2) of the Offender Management Act 2007, for the making of probation provision;

(g) the Secretary of State, in making probation provision in accordance with arrangements made by the Secretary of State under section 3(5) of the Offender Management Act 2007;

specified authorities to consult educational, prison and youth custody authorities for the area in the preparation of their strategy.

C. Section 5(1) of the Crime and Disorder Act 1998 places a statutory duty on responsible authorities to ensure that key agencies come together to work in partnership in a Community Safety Partnership (CSP).

D. Section 115 of the Crime and Disorder Act 1998 provides lawful power for organisations to disclose data to a relevant authority where it is necessary or expedient for the purposes of any provision of the Act. For the purpose of this MoU, a relevant authority is any body seeking access to MoJ data whereby the results of the statistics or research will support or provide evidence enabling the administration of justice, or the exercise of any functions of the MoJ.

8.2 The sharing of reducing reoffending data will ensure that participants have the minimum information necessary to fulfil their statutory function under these Acts.

8.3 As all data processed under this agreement is anonymised, the data protection law does not apply to data rendered anonymous in such a way that the data subject is no longer identifiable. Few legal restrictions apply to anonymised data.

8.4 UK GDPR, Recital 26 - The principles of data protection should apply to any information concerning an identified or identifiable natural person. The principles of data protection should therefore not apply to anonymous information, namely information which does not relate to an identified or identifiable natural person or to personal data rendered anonymous in such a manner that the data subject is not or no longer identifiable. This Regulation does not therefore concern the processing of such anonymous information, including for statistical or research purposes.

8.5 Should the scope of this processing develop where personal data shall be processed, both parties shall review this Memorandum of Understanding to ensure there is a lawful basis to process the personal data.

9 DATA PROTECTION IMPACT ASSESSMENT (DPIA)

9.1 A DPIA screening check for the HMPPS Performance Hub and the Segmentation Tool has been completed and shared with the relevant MoJ data protection manager. As the Hub and the Segmentation Tool does not contain any personal data currently, it was not deemed as high risk when the screening check was done and a full DPIA was not completed.

9.2 The MoJ will review and update the initial DPIA each time there are significant changes to the processing activity for the Hub and the Segmentation Tool, or if personal data is added, to ensure this position is still correct. Should the data protection considerations for the Hub or the Segmentation Tool change, a full DPIA will be completed, and the relevant data protection considerations will be set out in this MoU.

10 SCOPE OF DATA

Format

10.1 No access to raw data from which the Hub and the Segmentation Tool are comprised will be given.

10.2 Non-Personalised, aggregated data will be shared via the secure web-based applications.

- 10.3** The dashboard available on the Performance Hub which will be accessible to Users are the Probation and Prison dashboard.
- 10.4** The datasets will provide volume data on population, sentence management, effective outcomes, effective programmes and unpaid work, confidence and satisfaction at national and regional level, and some at probation delivery unit level.
- 10.5** The Segmentation Tool data are focussed on risk of reoffending, criminogenic needs and responsivity factors, filtered by probation delivery unit or prison establishment, offence or sentence type, or characteristics.
- 10.6** A metrics list on the Hub can be exported to provide a list of metrics available on the Hub. This is reviewed and updated regularly.
- 10.7** The data on the Performance Hub is updated monthly.
- 10.8** The data on the Segmentation Tool is updated once/twice a year.
- 10.9** Where clarification on information held on the Hub or the Segmentation Tool is required; the Designated User must in the first instance refer to the Hub and Segmentation Tool administrator contact details held in Annex A.

Out of Scope

- 10.10** Personalised data is out of scope of this MoU.
- 10.11** For Children and Young People Secure Estate data, the information presented on the [Performance Hub](#) and Segmentation Tool does not reflect official management information, nor does it include information for the whole Children and Young People Secure Estate, and so shouldn't be used.
- 10.12** Where possible, published data on children and young people in the Children and Young People Secure Estate should be used. There are two publications ([Youth Custody Service - GOV.UK \(www.gov.uk\)](#)):
- The Youth Custody Data: this is a monthly publication and is a snapshot of all children and young people in the Children and Young People Secure Estate on the last day of the month. It contains breakdowns by sector type, ethnicity, gender, age, region of Youth Offending Team, region of Establishment, offence group and distance from home bands.
 - The Safety in the Children and Young People Secure Estate: this is a quarterly publication. It contains data on assaults, self-harm and deaths in the Children and Young People Secure Estate. In 2023 it will be expanded to also include data on Separations and Use of Force.
- 10.13** The Youth Justice Board is responsible for publishing the annual youth justice statistics ([Youth justice statistics - GOV.UK \(www.gov.uk\)](#)). This also includes data on the use of remands, children in youth custody and behaviour management in the Children and Young People Secure Estate.
- 10.14** Any enquires surrounding the publications or further national level data requests should be emailed to: YCSInformationAndPerformance@justice.gov.uk.

Source(s) of the data

10.15 Most of the data on the Hub and the Segmentation Tool comes from core systems such as Pnomis, Ndelius, OASys, SOP and has been centrally uploaded by teams within the Data and Analysis Directorate.

Frequency

10.15 The Hub and the Segmentation Tool can be accessed at any time.

11 | **DATA SECURITY**

Security Standards

11.1 Should Users become aware of a security incident, they must inform the MoJ Senior Responsible Officer (SRO) as soon as a possible as set out in Annex **A**.

11.2 The MoJ SRO will immediately notify the MoJ Information Security team of any security incidents involving the Hub or the Segmentation Tool.

11.3 The MoJ retains the right to remove or restrict access rights to the Hub and the Segmentation Tool.

11.4 All Designated Users must have received training by the MoJ in respect of their obligations under the Hub and Segmentation Tool conditions of use (Annex **C**) and on the need for security and in respect of their duties under the following statutes:

- The Computer Misuse Act 1990;
- The Official Secrets Act 1911.

11.5 The Participants shall at all times:

- put in place and maintain appropriate technical and organisational measures so as to ensure the protection of the rights of Data Subjects under all data protection legislation and as otherwise required to meet the requirements of both parties under all data protection legislation;
- implement and maintain appropriate technical and organisational measures to protect the data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access;
- process the data for the Permitted Purpose in accordance with this MoU; and
- are reliable and adequately trained on compliance with all Data Protection Legislation and this MoU.

Means of transfer of the data

11.6 No form of removable media will be used to download or upload data to and from the Hub and the Segmentation Tool.

Government Security Classification

11.7 The Hub and the Segmentation Tool are protectively marked as OFFICIAL SENSITIVE in line with the Government Security Classifications Scheme. Although individual records are not protectively marked, data held in the Hub and the Segmentation Tool must be treated as **OFFICIAL SENSITIVE**.

12 **PROTOCOLS FOR ACCESS**

User Access Statements

12.1 The PCC shall nominate Designated Users for the purposes of accessing data. All Designated Users will sign the User Access Statement document set out in Annex **D**, and provide the following to the Hub Administrator contact at MoJ:

- Full name,
- Job title,
- Organisation,
- Business address,
- Official email address, and
- Original signed 'User Access Statement' as per Annex D.

12.2 PCC Designated Users must:

- be a member of the PCC's office or work on behalf of the PCC;
- require access to the Hub and Segmentation Tool due to their role they have been given (e.g PCC, LCJB Manager, Performance Analyst).

User management access to the Hub and the Segmentation Tool

12.3 Hub and Segmentation Tool access will only be given to those PCC Designated Users who are trained to use them correctly.

12.4 All new Users must agree to the conditions of use (Annex **C**) before accessing the Hub and the Segmentation Tool.

12.5 All new Users must complete technical training on the Hub and the Segmentation Tool via a virtual training session before accessing them.

12.6 Users that are granted access to the Hub and the Segmentation Tool will be responsible for their use of the Hub and the Segmentation Tool, access to which will be automatically validated through their work email address and domain each time they attempt to login to the Hub and the Segmentation Tool.

Authorisation, maintenance, and tracking of Designated Users' accounts

- 12.7** Participants shall nominate a Senior Responsible Officer for the purposes of authorising new requests for Users to the Hub and the Segmentation Tool.
- 12.8** The PCC Senior Responsible Officer will send a list of nominated PCC Designated Users to the APCC Senior Responsible Officer.
- 12.9** The APCC Senior Responsible Officer shall provide the MoJ Hub administrator with a list of PCC Designated Users and review the list annually.
- 12.10** The MoJ Senior Responsible Officer must only authorise access to new Users who:
- must be a member of the PCC office or work on behalf of the PCC;
 - require access to the Hub and Segmentation Tool due to their role they have been given.
 - have signed the User Access Statement (Annex C).
- 12.11** The MoJ will keep audit records of Designated Users who have access to the Hub and the Segmentation Tool.
- 12.12** Access to the Hub will be provided through Hub administrator contact: hubusers@justice.gov.uk.
- 12.13** Access to the Segmentation Tool will be provided through the Segmentation Tool request contact: Segmentation-Requests@justice.gov.uk.
- 12.14** The MoJ retains the right to remove or restrict access rights to the Hub and the Segmentation Tool.

Service Provisioning

- 12.15** Access to the Performance Hub is granted by the Hub administrator (MoJ), and access to the Segmentation Tool is granted by the Segmentation Tool request administrator (HMPPS).
- 12.16** Only named Users will be given direct access via web browser.
- 12.17** The Segmentation Tool app can be accessed through a link on the Performance Hub.
- 12.18** Designated Users will only be given access once they have accepted the conditions of use (Annex C), received training on how to use the Hub and the Segmentation Tool, and signed the User Access Statement document set out in Annex D.

13 **FREEDOM OF INFORMATION ACT (FoIA) REQUESTS**

- 13.1** The Participants will demonstrate a commitment to openness and transparency regarding information sharing activities under this MoU.
- 13.2** Participants shall assist and co-operate with each other to enable each Participant to comply with their information disclosure obligations. In the event of one Participant receiving a FoIA

request that involves disclosing information that has been provided by the other Participant, the Participant in question will notify the other to allow it the opportunity to make representations on the potential impact of disclosure and will issue a formal response following its internal procedures for responding to FoIA requests within the statutory timescales.

13.3 Data from the Hub and the Segmentation Tool should not be used to answer requests under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 without checking its use with the MoJ Disclosure Team. The Disclosure Team contact for responding to FoI requests for the Participants is provided at Annex **A**.

13.4 Data which is due to be released is covered by section 44 of the Freedom of Information Act 2000 and is exempt from release because of the conditions imposed by the Statistics and Registration <http://www.legislation.gov.uk/ukpga/2007/18/contents>.

14 RETENTION AND DESTRUCTION SCHEDULE

14.1 No records or data from the Hub and the Segmentation Tool should be kept or extracted from the Hub and the Segmentation Tool except in the instances outlined in Annex **C**.

15 COMPLAINTS HANDLING/DISPUTE RESOLUTION

Complaints

15.1 Any complaints about the use of data/information in relation to the MoU should be dealt with under the relevant complaints' procedure of the Participant whose actions are subject of the complaint.

Disputes Resolution

15.2 Contact details for day-to-day operational queries or issues/disputes relating to the data sharing activity set out in this MoU should be directed to the designated contacts provided in Annex **A** for each Participant.

16 MONITORING AND REVIEWING ARRANGEMENTS

16.1 This MoU relates to a regular direct access arrangement and will run indefinitely but will be reviewed on an annual basis on the anniversary of the date that the Participants sign the MoU and feedback will be sought from Users to assess whether the MoU is still accurate and fit for purpose.

16.2 Reviews outside of the proposed annual review can be called by representatives of either Participant. Any changes needed as a result of that review may be approved in writing and appended to this document for inclusion at the formal annual review.

16.3 In the event of a data breach or other breach of the terms of this MoU by any of the Participants, this MoU must be reviewed immediately by the Participants.

16.4 A record of all reviews of this MoU will be created and retained by each Participant (see Annex **B**).

16.5 The MoU review process will focus on:

- whether the MoU is still necessary and fit for purpose;
- whether the existing data sharing arrangements should be extended or amended;
- whether the lawful bases relied upon by the Participants for sharing the data remain valid, including whether any legislation has been amended or enacted that would impact on any purpose-specific information sharing activities. If a Participant's lawful basis for information sharing has changed, the data sharing activity in place may need to be amended to reflect this.

17 | **COSTS**

17.1 There is no charge levied as a result of direct access.

18 | **TERMINATION**

18.1 Either Participant may terminate this MoU following formal mandatory discussion and upon two months written notice to the other, or after an agreed period.

18.2 Termination notices must be referred to the signatories of the MoU.

18.3 The Participants will have the right to terminate this MoU should the following circumstances arise:

- a material breach by the other Participant of any of the terms of the MoU;
- by reason of cost, resources, or other factors beyond the control of either of the Participants;
- if any material change in circumstances occurs which, following negotiation between the Participants, in the reasonable opinion of either or all the Participants significantly impairs the value of the MoU in meeting their objectives.

18.4 It is recognised that there may be circumstances where it may not be possible to terminate a data sharing activity such as set out in the situations below:

- the sharing of data is essential to the Participants to provide their business service and termination of the MoU would severely impact the organisation's ability to fulfil their statutory obligations; and
- the sharing of data is to satisfy a legal requirement.

18.5 Should such circumstances arise, the Participants must refer to the signatories of this MoU who will be decide on how the data sharing activity will be managed.

18.6 Where a decision is made to terminate this MoU, the Participants will consult with each other to determine how the data shared between the Participants is handled.

19 | **DATA BREACHES / INFORMATION SECURITY BREACHES**

19.1 Data/information security breaches, including misuse of MoJ information shared under this MoU must be reported to the designated contacts for each Participant.

19.2 PCC Designated Users must report security and data breaches by immediately notifying the PCC SRO and MoJ SRO as outlined in Annex **A** of any security incidents involving the Hub and the Segmentation Tool by emailing hubusers@justice.gov.uk and Segmentation-Requests@justice.gov.uk.

20 SIGNATORIES

Signed on behalf of the MoJ:

20.1 I accept the terms of the Memorandum of Understanding on behalf of the MoJ.

Signature	
Name:	Jonathan Roberts
Position:	Chief Data Officer
Address:	102 Petty France, London SW1H 9AJ
Date:	Click or tap to enter a date.

Signed on behalf of the Police and Crime Commissioner

20.2 I accept the terms of the Memorandum of Understanding on behalf of the Police and Crime Commissioner

Signature:	
Name:	
Position:	
Address:	
Date:	Click or tap to enter a date.

AS WITNESS of which the parties have set their hands on the day and year first above written

SIGNED for and on behalf of
THE MINISTRY OF JUSTICE

By:

Name:

Title:

SIGNED for and on behalf of
THE POLICE
AND CRIME COMMISSIONER

By:

Name:

Title:

ANNEX A – BUSINESS CONTACTS

Business as Usual Contacts and SRO - MOJ

Contact (Name or Position)	Email	Responsibility
Mark Roberts Head of Data and Evidence Dissemination- SRO Hub	hubusers@justice.gov.uk	Complaints Issues/Disputes/Resolution Review and amendments to MoU
Kevin Finn Data and Performance Dissemination Lead		Data Breaches
Hub Administrator	hubusers@justice.gov.uk	User Access queries Technical Support
Matt Hurley Insights Lead-SRO Segmentation Tool	Segmentation- Requests@justice.gov.uk	User Access queries Technical Support
Disclosure Team	data.access@justice.gov.uk	Freedom of Information

Business as Usual Contacts and SRO - PCC

Contact (Name and Position)	Email	Responsibility
Insert name	Insert Email	Complaints Issues/Disputes/Resolution Data Breaches Freedom of Information

Business as Usual Contacts and SRO - APCC

Contact (Name and Position)	Email	Responsibility
Enzo Riglia Criminal Justice Portfolio Senior Advisor	enzo.riglia@apccs.police.uk Enquiries@apccs.police.uk	Designated User Access List Coordination Issues/Disputes/Resolution Review and amendments to MoU

ANNEX B- DOCUMENT CONTROL

Document Control Personnel

Key Personnel	Name and Position	Organisation (Team)
Author	<i>Stephanie Kilili-Guttridge Police and Crime Commissioner Lead</i>	Reducing Reoffending, Partnerships and Accommodation Directorate- HMPPS

Version and review history

Version /Review	Date	Summary of changes	Request for changes
1.0	05.08.2022	Creation of MoU	N/A
1.1	19.08.2022	Addition of data protection considerations-6.2, 6.3, 6.4, 6.5	MOJ Data Protection Team
1.2	07.09.2022	Movement of Handling of Data to Section 6 and Third Party Sharing to Section 7. Addition of process on how to seek MoJ approval for third party sharing at item 7.4.	MOJ Policy Team
1.3	12.09.2022	Data sets Clarification on which dashboards will be accessible to PCCs in sections 10.3, 10.4, 10.5 and at what geographical level. Reciprocity of the MoU Addition of section 4.3 to make reference to individual arrangements between PCCs and the Probation Service which would enable PCC data to be shared with the local probation service under additional local MoUs. Ease of Access Addition of section 4.2 to clarify the format of data available.	Home Office Police, Strategy and Reform Unit
1.4	13.09.2022	Completion of MOJ business contact details in Annex A.	MOJ Data Improvement Team
1.5	16.09.2022	Expansion of Scope to segmentation data to inform local co-commissioning. Inclusion of access/sharing of data derived from Segmentation Tool in the MoU (item 4.9) and addition of Segmentation Tool Conditions of Use in	HMPPS Commissioning Team HMPPS Insights Group

		Annex C and Contact Details for Segmentation Tool in Annex A .	
1.6	22.09.2022	Clarity on third party sharing in section 7. Clarity on audit and monitoring of use in sections 3.6 and 4.8. Addition of MoJ business priorities in 4.5.	Home Office- Police, Strategy and Reform Unit
2	14.10.2022	Clarity on sharing beyond LCJB members-addition of Reducing Reoffending Partnership and CSP organisation members in section 7.2. Point of clarification at 12.8-some designated staff may work on behalf of the PCC but might be employed by a host organisation e.g police who are not members of the APCC. Addition on role of PCCs as PCCs but also as Chair of LCJBs in section 5.3	APCC/HMPPS steering group members
2.2	15.11.2022	Points of accuracy and formatting throughout the document.	Home Office- Police, Strategy and Reform Unit
2.3	21.11.2022	Data caveats in YCS information on the performance hub and segmentation tool added to section 10.11, 10.12, 10.13.	HMPPS Youth Custody Service
3	25.11.2022	Amendment of MoU to an agreement between MoJ and individual Police and the Crime Commissioners. Amendment of wording in 3.6 to take all reasonable steps to adhere to all aspects of the MoU. Inclusion of APCC role in section 3.6	APCC Board

ANNEX C - CONDITIONS OF USE

HMPPS Performance Hub General Conditions of Use

1. The Conditions of Use are subject to amendment from time to time by MoJ in its absolute discretion.
2. Usernames and passwords are personal; the User must not disclose them to others.
3. Use of the Hub is logged and monitored by the Ministry of Justice to inform future development and to ensure that the Hub is used appropriately. Application logs will contain a User's Hub username and internet IP address, but no other personal information. By accepting the terms of this MoU and the Conditions of Use a User consents giving consent for their activity on the Hub being recorded, including but not limited to:
 - i. Login and logout actions;
 - ii. Submission of returns and upload of data;
 - iii. Running reports and downloading data.
4. Data from the Hub **should not** be circulated more widely than is necessary for the proper conduct of justice business.
5. Data **should not be** downloaded onto personal computers or transmitted via personal email accounts.
6. In line with legislation from the National Statistician, data from the Hub does not represent national statistics and as such **should not be** published outside of the Ministry of Justice (see below Publication). Where data is circulated or shared outside of the Ministry of Justice for business purposes, it should be made clear that the data is management information and, due to the potential application of different validation rules, may not tally with official statistics.
7. Data from the Hub **must not be** used to answer requests under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or Parliamentary Questions without checking its use (please email hubusers@justice.gov.uk in the first instance). Data which is due to be released is covered by section 44 of the Freedom of Information Act 2000 and is exempt from release because of the conditions imposed by the Statistics and Registration Service Act 2007 (<http://www.legislation.gov.uk/ukpga/2007/18/contents>).
8. User administration information is available to local User administrators only to meet Hub business needs and with the primary purpose of identifying for deletion user accounts which are no longer required.
9. A User's line manager is responsible for informing the Hub team when a User no longer requires access to the hub, e.g. on changing role or leaving the agency, in order that the User's access rights to the Hub can be removed.
10. Users are responsible for ensuring that their environment and connection methods are secure. The User is responsible for ensuring they are not in an environment where bystanders or members of the public can view sensitive information and that the terminal they login from is safe and trusted. Public WiFi hotspots (for example coffee shops, airport

lounges) are not considered safe or secure and should not be used for connecting to the Hub.

11. Users **must ensure** that they do not enter sensitive information into the Hub (for example, into free text fields).
12. A User acknowledges that failure to abide by this MoU and the Conditions of Use may prejudice access to the data both for the User and the wider community of Users.

HMPPS Segmentation Tool Conditions of Use

1. Data from the Segmentation Tool should not be circulated more widely than is necessary for the proper conduct of MoJ business, in support of the effective operation of the justice system. Data should not be downloaded onto personal computers or transmitted via personal email accounts.
2. Users are responsible for ensuring that their environment and connection methods are secure. The User is responsible for ensuring they are not in an environment where bystanders can view sensitive information and that the terminal they login from is safe and trusted. Public WiFi hotspots (for example coffee shops, airport lounges) are not considered safe or secure and should not be used for connecting to the Tool.
3. In line with the recommendations of the National Statistician, data from the Tool does not represent national statistics and as such should not be published outside of the Ministry of Justice. Where data is circulated or shared outside of the Ministry of Justice for business purposes, it should be made clear that the data is management information and, due to the potential application of different validation rules, may not tally with official statistics.
4. Failure to abide by these conditions may prejudice access to the data both for the User who breaches the conditions and the wider community of Users. No data will be shared with external third parties (i.e. outside of MoJ Analytical Services Directorate) unless they are compliant with the MoJ's ethical, legal, privacy, storage and retention standards.
5. Use of this application may be logged and monitored by the Ministry of Justice to inform future development and to ensure that the Tool is used appropriately. Application logs will contain your internet IP address, but no other personal information. By accepting these Conditions of Use you are giving consent for your activity to be recorded, including but not limited to login and logout actions; running reports; downloading data.

ANNEX D - USER ACCESS STATEMENT



Ministry
of Justice



HM Prison &
Probation Service

USER ACCESS STATEMENT FOR ACCESS TO THE HMPPS PERFORMANCE HUB AND SEGMENTATION TOOL

Full Name:	
Job Title:	
Organisation:	
Full Business Address:	
Official Email Address:	
Official Phone number:	

I [\[insert name of Designated User\]](#), understand and accept that, in order to log into the Hub and the Segmentation Tool, I must be a PCC Designated User; be granted access via my secure work-related email login and only intend to access, view and record data to the extent that it is legal and required for the [\[Insert external organisation\]](#) function and legitimate activity.

I confirm that I have read and understood the following documents:

- Memorandum of Understanding for Direct Access (MoU),
- The current Performance Hub and Segmentation Tool Conditions of Use (Annex C)

I agree to:

- access the Hub and the Segmentation Tool on a case-by-case basis for the purposes described in section 5 of this MoU.
- Abide by the terms of; The Computer Misuse Act 1990, The Official Secrets Act 1911, and the Performance Hub and Segmentation Tool Conditions of Use provided at Annex C of the MoU.

Signed.....

Date.....

Return this form to:

Hub Administrator contact (hubusers@justice.gov.uk)