

# INFORMATION SHARING AGREEMENT (ISA)

BETWEEN



A charity registered in England and Wales, number 219099

AND



**CUMBRIA**  
**CONSTABULARY**  
SAFER STRONGER CUMBRIA

Version 2.00

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**Information Sharing Agreement**

<b>ISA Ref:</b>	Royal Society for the Prevention of Cruelty to Animals ('RSPCA') – Cumbria Constabulary - ISA/PAR/023
<b>PURPOSE:</b>	For the purpose of lawfully sharing information and intelligence between Cumbria Constabulary and the RSPCA, in an attempt to help reduce offences against animals, both wild and domestic, and support the prevention and detection of crime and the apprehension and prosecution of offenders.
<b>PARTNERS:</b>	RSPCA & Cumbria Constabulary
<b>Date Agreement comes into force:</b>	Date of signing
<b>Date of Agreement Review:</b>	6 months after coming into force, then annually
<b>Agreement Owner:</b>	Cumbria Constabulary
<b>Agreement drawn up by:</b>	Niall Kirkpatrick Information & Records Management Officer and Neil Tysall RSPCA Intelligence Officer
<b>Location of Signed Agreement in force:</b>	1 original signed copy with each partner
<b>Protective Marking:</b>	RESTRICTED
<b>Disclosable Under Freedom Of Information:</b>	YES – Excepting Section 7.2 Contact Names and Contact Details, and all Appendix A.

VERSION RECORD

Version No.	Amendments Made	Authorisation
v1.00	First Version	(a) RSPCA Director Of Intelligence (b) Cumbria Constabulary Chief Information Officer
v2.00	Section 7.2 - Contact details	Signatories

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### 1. INTRODUCTION

- 1.1 The Royal Society for the Prevention of Cruelty to Animals ('RSPCA') is a long established (1824) registered charity in England and Wales, whose purpose is the promotion of kindness and the prevention of cruelty to animals and to use all lawful means to help achieve these aims.
- 1.2 Cumbria Constabulary ('the Constabulary') is the main Home Office police force for the county of Cumbria, and is charged with statutory duties including protecting the people of Cumbria from harm, bringing offenders to justice, and enforcing the law.
- 1.3 The partners recognise that working together in partnership will enable them to better achieve their common aims of reducing the opportunity for offences to be committed against animals whether wild or domestic. As part of this collaborative approach, they recognise that information may need to be shared between them where it is relevant and proportionate to the achievement of these aims.
- 1.4 This Information Sharing Agreement is therefore made between Cumbria Constabulary and the RSPCA for the purpose of lawfully sharing information, including images, in support of the partners common aims of reducing the opportunity for offences and crimes to be committed against animals whether wild or domesticated, and whether protected by legislation or not, and bringing offenders to justice.
- 1.5 Where relevant, information will also be shared under this agreement in relation to unborn animals, including eggs, dead animals or their remains (either whole or in part), or any associated derivatives.

### 2. PURPOSE

- 2.1 The purpose of this protocol is to set out the basis for the exchange of information (depersonalised where possible) between Cumbria Constabulary and the RSPCA that might assist in the prevention, investigation, detection or prosecution of criminal offences involving animals, both domestic and wild, animal welfare and/or cruelty. It is understood from the exchange of information on this basis, the pursuit of civil or criminal proceedings, either by the RSPCA or Cumbria Constabulary concerning cases of animal cruelty or wildlife crime, may occur.

The partners agree that for the purpose of this agreement, 'animal related crime' includes:

- Any action or omission that results in, or could reasonably be expected to result in, a protected animal suffering.
- causing unlawful injury, harm or death to any animal
- carrying out, or attempting to carry out an unlawful action with the intention of causing harm or injury to animals,
- The removal of animals or other protected items from the wild or the damage to or interference with their habitat.
- theft of animals, including carcasses, body parts, or eggs
- theft of agricultural equipment, machinery, or vehicles
- any other offence or crime relating to or involving or affecting animals.
- engaging in activities arising out the unlawful actions of others involved in these types of offences or crimes, such as handling stolen animals, carcasses, or associated goods

- 2.2 It is intended that information shared under this agreement will help the partners to recognise those offenders and other individuals involved in crime or offences which may pose a threat to animals.

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- 2.3 It is also intended that, by sharing information and professional knowledge, the partners will benefit from their mutual support and expertise in their respective fields, and so collectively establish where crimes or offences have been committed where this may not otherwise be apparent, and then work together to identify perpetrators and bring them to justice.
- 2.4 The agreement recognises that both the RSPCA and Cumbria Constabulary will obtain, use and disclose information subject to their organisational requirements and in accordance with the law. Nothing in this agreement requires the automatic sharing of information and the partners must make an informed decision, on a case by case basis, as to whether or not information which they may hold should be shared.
- 2.5 The Protocol relates to all information that may be held by the partners, and in any format.

### 3. PARTNER(S)

- 3.1 This agreement is made between:
- Royal Society for the Protection of Cruelty to Animals  
&  
Cumbria Constabulary

### 4. LEGAL POWERS

- 4.1 Information shared between the partners will normally be on the basis of legislation supporting the detection and prevention of crime, including as provided for by Common Law. This will include (but not be limited to) the sharing of information as provided for within the Acts and other Statutory Instruments below, and may be extended to other legislation relating to animal related crime (as defined in Section 2.1 above) where appropriate:

- Agriculture (Miscellaneous Provisions) Act 1972
- Agriculture Act 1947
- Animal (Cruel Poisons) Act 1962
- Animal By-Products Order 1999
- Animal Health Act 1981
- Animal Welfare Act 2006
- Animals (Scientific Procedures) Act 1986
- Animals Act 1971
- Animals Boarding Establishments Act 1963
- Breeding of Dogs Act 1973
- Breeding of Dogs Act 1991
- Cinematograph Films (Animals) Act 1937
- Clean Neighbourhoods Environment Act 2005
- Common Law Powers of Disclosure
- Conservation of Seals Act 1970
- Convention on International Trade in Endangered Species of Wild Fauna and Flora Endangered Species (Import & Export) Act 1976
- Countryside Rights of Way Act 2000
- Criminal Damage Act 1971
- Criminal Justice Act 1982
- Criminal Procedures and Investigations Act 1996
- Dangerous Dogs Act 1989/1991 and Amendment Act 1997
- Dangerous Wild Animals Act 1976
- Data Protection Act 1998
- Deer Act 1991
- Docking and Nicking of Horses Act 1949
- Dogs (Protection of Livestock) Act 1953
- Dogs Act 1871
- Dogs Act 1906

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- Environmental Protection Act 1990
- Farriers (Registration) Act 1975
- Food and Environment Protection Act 1985
- Game Act 1831
- Ground Game Act 1880
- Guard Dogs Act 1975
- Hares Preservation Act 1892
- Human Rights Act 1998
- Hunting Act 2004
- Natural Environment and Rural Communities Act 2006
- Night Poaching Act 1828
- Performing Animals (Regulation) Act 1925
- Pest Act 1954
- Pet Animals Act 1951
- Police Act 1997
- Police and Criminal Evidence Act 1984
- Police Reform Act 2002
- Prosecution of Offenders Act 1985 Section 6(1)
- Protection of Badgers Act 1992
- Riding Establishment Act 1970
- Riding Establishments Act 1964
- Sexual Offences Act 2003
- Slaughter of Poultry Act 1967
- Slaughterhouses Act 1974
- The Control of Dogs Order 1992
- The Control of Trade in Endangered Species (Enforcement) Regulations 1997
- The Dog Control Orders (Procedures) Regulations 2002
- The Environmental Protection (Stray Dogs) Regulations 2002
- The Horse Passport (England) Regulations 2004
- The Movement of Animals (Restrictions)(England) Order 2002
- The Rehabilitation of Offenders Act 1974
- The Welfare of Animals (Transport) (England) Order 2006
- The Welfare of Animals at Markets Order 1990
- The Welfare of Horses at Markets (and Other Places of Sale) Order 1990
- The Welfare Of Horses at Markets Order 1990
- Veterinary Surgeons Act 1966
- Welfare of Animals (Slaughter or Killing) Regulations 1995
- Wild Mammals Protection Act 1996
- Wildlife and Countryside Act 1981
- Zoo Licensing Act 1981

4.2 In addition to the above, police information may also be shared under this agreement with the RSPCA through the Common Law power of supporting the policing purposes defined by the Code of Practice on the Management of Police Information (2005), specifically:

- Preserving Order
- Protecting Life and Property
- Preventing the Commission of Offences
- Bringing Offenders to Justice

Where the decision is made to share information, this must be on the basis that the benefits of supporting one or more of the policing purpose(s) above outweighs the rights of the individual about whom the information is being shared as provided for under the Data Protection Act 1998 or Human Rights Act 1998.

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The decision by the Constabulary to share (or withhold) police information about an individual, is therefore based on risk, and will be considered in support of these policing purposes as below:

### Preserving order

- by providing a lawful conduit through which the RSPCA may be forewarned of all persons who the Constabulary have reason to believe may intend to commit any form of offence or crime against birds or animals, whether this belief is based on a history of previous offences of these types which have been committed in the past, or other indicators
- through the management of known offenders
- through providing published and visible support to the RSPCA, and working alongside them to help preserve and maintain a safe natural environment for all bird and animal life in Cumbria.

### Protecting life and property

- through informing RSPCA decision-makers about anticipated attacks or crimes, and so support their assessment processes to help them take precautionary actions or countermeasures which might enable them to protect either animals, themselves, or members of the public (or property belonging to any of the above) from theft or harm.

### Preventing the commission of offences

- by supporting RSPCA decision-makers to help them assess what preventative actions or countermeasures can be undertaken to reduce the opportunity for offences to be committed, whether in the form of harm against birds or animals, or the general public, or otherwise
- through the deterrent measure of pro-actively targeting persistent offenders

### Bringing Offenders to Justice

- by sharing knowledge, information and expertise with the RSPCA to jointly assess and establish instances where crimes or offences have been committed, and then work together to identify the perpetrators and bring them to justice.

## 5. PROCESS

- 5.1 This agreement has been formulated to facilitate the exchange of information between the RSPCA and Cumbria Constabulary. It is however incumbent on both partners to recognise that any information shared must be justified on the merits of each case.
- 5.2 The partners anticipate that information will normally be shared on the basis of one of the three scenarios, or sets of circumstances, below:
- a) As the result of an incident such as evidence of wrongdoing or harm being discovered or detected by one of the partners (such as a carcass being found), and where the partner assesses that a risk of further harm, or a policing reason, exists in sufficient measure to justify asking the other partner whether they hold any information which might further inform this assessment, or otherwise add value.
  - b) As a result of information being provided (to either partner) by a member of the public, which suggests that some form of investigative or legal action may be required.
  - c) As a consequence of information coming into the possession of one of the partners from any other source, for example a farmer, animal owner, or landowner, such that a potential risk of harm is identified by the partner receiving the information, which in their view constitutes sufficient reason for checking whether any relevant additional information concerning the possible risk may be held by the other partner.

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### Requests for Information

- 5.3 In any instance where a decision is made to request information, it must take into account:
- the seriousness of any potential further harm to any animals, or members of the public
  - degree of urgency
  - the security of the method to be used to make the request, and any potential harm that could be occasioned should the confidentiality of the request be compromised
  - any other factors considered by the partner making the request to be relevant
- 5.3.1 Where a request for information concerns a **specific individual**, the request must:
- be **in writing** (preferably a section 29.3 Data Protection Act request form)
  - include sufficient personal information to enable the correct identification of the individual involved
  - clearly set out the information being sought, and why
  - provide a requested timescale for a reply
- 5.3.2 The partners agree that a request made by e-mail from an e-mail address pre-agreed between the partners will be sufficient to constitute being 'in writing' for the purpose of the requirements of Section 5.3.1 above.
- 5.3.3 In addition, where urgency exists, the partners agree that a request may be made and information be given in reply verbally (either face to face or by telephone), and the written request submitted retrospectively, once the urgency has passed.

### Types of Information Which May Be Shared

- 5.4 All decisions to share (or not to share) information about individuals will be made on a case by case basis, balancing the data protection and human rights of the individual against the policing purposes above.
- 5.4.1 As such, it must satisfy BOTH of the following criteria:
- All information shared by either partner must be proportionate to the purpose(s) intended to be achieved, so that it is the minimum required to achieve those purpose(s) and not beyond
  - Information shared by Cumbria Constabulary must also be relevant and necessary to achieve, or help achieve, one or more of the policing purpose(s) in section 4.2 above.
- 5.5 Types of information which can be shared between RSPCA and Cumbria Constabulary for the above purposes include:
- Details of any incident relevant to animal cruelty or wildlife crime, including incidents reported directly to one partner not previously notified to the other. This includes events or incidents witnessed by an RSPCA or police officer.
  - Full names of individuals concerned, including aliases where applicable
  - Images, including photographs
  - Date and place of birth
  - Contact and home addresses (including previous address if moved within last 5 years)
  - Special requirements eg translator
  - Parent/carer contact details
  - Professional qualifications
  - Work experience and employment circumstances
  - Details of any ongoing or previous involvement or experience (whether paid or unpaid), with birds or animals of any type, including overseas
  - Items found in their possession, for example discovered with them at the scene of an incident
  - Items observed from a distance, or reasonably believed, to be in their possession, for example shotguns



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- Vehicles in any way associated with a suspect or prospective offender, or those used or considered by the partner concerned as likely to be used or intended to be used in the commission of an offence.
- Information held on the National Firearms Licensing Management System
- Information about persons convicted, charged or cautioned, (including subsequent disposals where applicable, for example prison sentences, fines, revocations of licences of any type), or who have been issued with a Penalty Notice for Disorder or accepted the offer of a Fixed Penalty Notice, or who have signed or are subject to Acceptable Behaviour Contracts, Anti-social Behaviour Orders, Curfews, Banning or Exclusion Orders (but see 5.5.3 below)
- Information held concerning warning markers for violence
- Terms of probation, or bail conditions
- Information about methods associated with the individual which have been used to commit (or attempted to commit) offences against animals in the past
- Information about offences not directly related to animal or wildlife crime, but which might be an indicator of someone exhibiting a willingness and capacity to inflict harm on animals (or people), or otherwise evidencing their disregard for the welfare of animals in general. For example, this could include discharging weapons (of any type) in public places, showing cruelty towards or intentionally or recklessly harming other pets, birds or farm animals, or using them as bait.
- Information concerning any recorded medical or behavioural issues exhibited in the past, such as using threatening behaviour, or issues relating to the use of prescribed or illegal drugs which may have adverse or potentially dangerous side effects
- Information where intelligence is held that a suspect is actively involved in committing or intending to commit an animal welfare or wildlife offence or crime, but who may not have been charged or cautioned, or received a recent criminal conviction.

5.5.1 Where appropriate, the information may contain details on people, objects, locations and events which relate to suspected animal welfare or wildlife criminality in the United Kingdom and elsewhere.

5.5.2 Information not directly related to an identified individual may also be shared, for example where this relates to vehicles and/or other equipment or hazardous substances, which are suspected as being associated with (or intended to be used for) crimes or offences against animals.

5.5.3 Concerning police information, care must be taken not to disclose convictions that are spent within the meaning of the Rehabilitation of Offenders Act 1974 (as amended), unless there are exceptional and compelling reasons to consider otherwise, for example, where serious crimes or offences have been involved and there is evidence to suggest that whilst the past offence is technically spent, a potential risk of the person causing future harm may still exist.

5.5.4 Where information has been assessed or graded for quality, accuracy or reliability, for example where it has been assessed under processes derived from the National Intelligence Model, details of the assessment may be attached to the information concerned at the discretion of the information owner.

5.6 In **ALL** cases, the decision about exactly what information will be shared, and what will not, will be taken on a case by case basis. Information which is not relevant to the request or which is disproportionate in relation to the reasons for the request will not be shared.

5.7 De-personalised or non-personal information may be shared between the partners, at any time, using any method, immediately upon request, without regard to any restrictions placed on the sharing of personal or sensitive information described in this agreement.

5.8 Where information requested would potentially identify a victim or witness who is not the subject of the request, their consent must also be obtained prior to the information being shared. If obtaining this consent is unfeasible, either the information must be anonymised to protect their identity, or the decision taken not to share.

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### When Information is Shared

- 5.9 Information may be shared at any time, and using any of the methods in Section 5.10 below, but will only be shared directly between signatories to this agreement, or their nominated representatives (see Section 7 and Appendix A).

### How Information is Shared

- 5.10 The methods through which requests for information will be made and responses given in reply will be selected on a case-by-case basis, as appropriate to the circumstances of the situation. The partners agree that the options which may be considered to be used are:
- (i) verbally, or face to face
  - (ii) by 'cjsm' e-mail (see below) using e-mail addresses pre-agreed between the partners
  - (iii) by telephone
- 5.10.1 Criminal Justice Secure Mail ('cjsm') e-mail is a form of electronic mail (e-mail) selected to be used by the partners as being preferred to 'ordinary' internet e-mail as they consider that it offers some advanced security features to help protect the confidentiality and integrity of the content. For this reason, they agree that 'internet e-mail' will not be used to exchange information under any circumstances. Where sensitive personal information is sent by 'cjsm' e-mail, it may be sent either in the body of the e-mail itself, or as a file attachment, at the discretion of the sender.
- 5.10.2 The partners agree that the preferred formats for exchanging information are (i) and (ii) above, on the grounds that there are reduced opportunities for the information to be intercepted.
- 5.10.3 However, option (iii), telephone, may also be used either for requests or replies where the sender risk assesses that any potentially harmful consequences of interception are outweighed by the benefits of being able to progress matters efficiently and expeditiously, for example in cases of urgency, or where a potential risk of harm is identified if the sharing does not take place quickly.
- In practice, the partners anticipate that the need to share information urgently may arise quite often, and when the only practical means of alerting the other partners will be through the sharing of information over the telephone or by 'cjsm' e-mail.
- Where telephone is used, practitioners must verify the identity of their counterpart before any information is shared.
- 5.10.4 Therefore, in recognition of the likelihood that the above risks will arise, in **all** cases where telephone or 'cjsm' e-mail is used, the signatories **jointly** accept responsibility for the risk of harm arising out of the possibility of the information being intercepted during transmission using these methods.

### What Happens to the Information

- 5.11 Information shared between the partners under this agreement may be stored on paper or electronic systems as required by the partners to optimise the effectiveness of their respective professional functions and decision-making processes.
- 5.11.1 Information shared under this agreement by either partner is subject to grading and assessment for retention on the receiving partners systems, in accordance with the respective assessment procedures used by each organisation.
- 5.11.2 All information shared will have access limited within the receiving organisation to those personnel with a professional 'need to know'.
- 'Need to know' is a security principle which states that the dissemination of classified information should be no wider than is required for the efficient conduct of business. A balance must be struck between making information as widely available as necessary to maximise potential benefits, and restricting it to protect the security of sources, techniques, and the confidentiality and integrity of the information itself.



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- 5.11.3 However, the partners acknowledge that any information shared between them may also be further shared within the police service as may be required to allow an investigation to be carried out (for example where offences cross county boundaries), and subsequently within the criminal justice system as necessary to bring an alleged offender to justice.

In addition, if information shared by either party is to be used within a criminal proceeding, then the originating organisation must be informed of this fact in line with the potential disclosure under the Criminal Procedure and Investigations Act 1996.

- 5.11.4 Information stored electronically will have access permissions in place to control its confidentiality and integrity, including having anti-virus measures in place and through the use of user authentication and password control.

Information shared may be encrypted where it is risk assessed by the holder that this will help to protect its confidentiality.

- 5.11.5 Case files of paper records will be retained securely by the respective partners (or their nominated representatives) in locked filing cabinets in locked offices when they are not in use.

### **Records of Information Shared**

- 5.12 Both partners will retain records of information that they have shared with the other partner as necessary to support their respective 'case files' and as required by their internal policies and procedures.

- 5.12.1 The RSPCA notes that Cumbria Constabulary Information Sharing Policy requires that:

- o a record is required to be maintained of all police information shared by Cumbria Constabulary, in such format that it can be reviewed and audited at a later date
- o the Constabulary record of police information shared will be kept by the Wildlife Crime Officer (see Section 7.2 below) and will include details of:
  - the information shared, or declined to be shared, and the owner of the decision
  - the business reason why it was shared,
  - by, to whom, and when it was shared,
  - ...and if applicable, any special conditions applied concerning it.
- o there is no requirement within the Constabulary to keep any records of de-personalised or non-personal information shared between the partners.

- 5.12.2 The Constabulary notes that the SPoC nominated to act on behalf of the RSPCA will also keep records of decisions to provide information.

## **6. CONSTRAINTS ON THE USE OF THE INFORMATION**

- 6.1 All information must be stored securely and destroyed when it is no longer required for the purpose for which it is provided.
- 6.2 Where applicable, photographs or images provided by the Constabulary will be shared with the RSPCA in accordance with any relevant Constabulary procedures concerning the handling of images of this type.
- 6.3 Any information shared must be relevant to the purposes set out in Section 2 above. In addition, information received by either partner will be disseminated within their respective organisations only as necessary as part of their decision-making and enforcement processes, and where this is necessary to enable the purposes for which the information was shared to be fulfilled.
- 6.4 The partners note that the use of shared information to physically apprehend or arrest an alleged offender is only vested in the police.

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**7. ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT**

- 7.1 Signatories are responsible for ensuring that adequate resources are available within their own organisation to fulfil the commitments made under this agreement.

This includes ensuring that all personnel and staff who may be involved in sharing information under this agreement are suitably trained and qualified with regard to its requirements, and that sufficient staff resources are in place to cover absences and leave.

- 7.2 Each partner organisation will also identify one or more individuals to act as single or principle point(s) of contact ('SPoC's) in support of the purposes of this ISA.



- 7.3 In addition, for Cumbria Constabulary, a number of additional Points of Contact will be authorised to give and receive information directly with the RSPCA where the business need arises, and where the Constabulary SPoC is unavailable or unable to be reached for any reason. Contact details for these individuals as 'Authorised Points of Contact', including mobile phone numbers where applicable, will be attached to this document as 'Appendix A', and also include a generic e-mail address through which all Wildlife Crime Officers can be contacted using a single address.
- 7.4 Each SPoC must ensure that the contact details listed above (and where the Constabulary is concerned, in Appendix A) for their own organisation are kept up to date throughout the life of this agreement, and changes advised to the other partner as necessary.
- 7.5 The chief responsibility of each SPoC will be to manage the information sharing processes on behalf of their own organisation to ensure that this runs smoothly, and also to ensure that those directly involved in an incident or investigation are fully and properly informed of any relevant information that has been provided, or shared, by the other partner, and so are as well equipped as possible to carry out their roles.
- 7.5.1 The SPoC's must also ensure that shared information disseminated to those involved in a given case is only used for the purposes for which it was requested or supplied, and that any requests initiated from within their organisation for information from the other partner supports a statutory obligation, statutory power, or other purpose authorised within this agreement.
- 7.6 Where information that has been requested also identifies a victim or witness, it is the SPoC's responsibility to ensure that their consent is obtained prior to the information being shared.
- 7.7 The SPoCs are also responsible on behalf of their respective organisations for ensuring that any information they share or provide is accurate as far as possible, and in line with existing and national standards. If inaccuracies or errors are later found to exist in information that has already been shared, this is to be notified by the partner discovering the error to the other, who must then further advise all relevant recipients to whom the incorrect information has previously been passed on the basis of their 'need to know' within their respective organisations, as appropriate.



## **8 SPECIFIC PROCEDURES**

- 8.1 Requests for information or exchanges of information will be made using cjsm e-mail (see Section 5.10.1 above) to the appropriate SPoC (See 7.2 above). In the event of a failure of the cjsm e-mail system, the respective parties should contact their nominated SPoC's for further instruction as to alternative means of secure information exchange to be used.
- 8.2 The RSPCA notes that information owned or held by Cumbria Constabulary is required to be 'marked' and protected from compromise in accordance with the 'Cumbria Constabulary Government Protective Marking Scheme ('GPMS') Policy'. Although the RSPCA is not bound to adhere to HMG Government Protective Marking Scheme, it recognises the scheme and agrees to implement the requirements of GPMS with regards to information shared under this agreement.
- 8.3 If circumstances should arise such that it is considered by the owner of information to be shared that normal arrangements for sharing it are insufficiently secure, then an alternative method may be selected at their discretion, taking into account the practicality and feasibility of the chosen method.
- In such cases, due regard to the urgency of the need for the information by the recipient will also be taken into account.
  - In addition to the sharing process or method, special terms or conditions relating to the handling, storage, destruction, or any other aspect or use of the information, may also be imposed on a case by case basis.
- 8.4 The RSPCA notes that Cumbria Constabulary are not permitted to use portable devices such as USB sticks, disks, or removable hard drives for the storage or transfer of sensitive information.
- 8.5 Cumbria Constabulary note that, where it is necessary for RSPCA to use portable devices such as laptops and USB sticks to transfer or store sensitive information, there are strict protocols in place. The use of laptop hard drives, USB sticks, CD/DVD etc to transfer or store sensitive data is only allowed where these drives have an AES encrypted file storage area.
- 8.6 Within the RSPCA, the details of this ISA will be available to Investigations staff, the Society's Data Protection Officer and the Chief Executive of the Society.

## **9. ACCESS TO INFORMATION**

- 9.1 The partners note that, in some cases, information shared under this agreement may be subject to disclosure under the Data Protection Act 1998 or Freedom of Information Act 2000.
- 9.2 In the event of a partner receiving a request for information from an individual for disclosure of information held about themselves, for example a Subject Access request under the Data Protection Act, or a Freedom of Information request, the partner receiving the request and holding the information must consult with the relevant provider with regard to any part of the information which has come to the partner receiving the request as a result of being shared under the terms of this agreement.
- In such circumstances, the original provider may declare their wish to exercise an exemption under either Act under which they may require that the information provided by them may not be disclosed, although it is recognised that the final decision regarding the application of an exemption rests with the partner agency who received the request and is holding the information in question.
- 9.3 In the event of a complaint being received from an individual whose personal information has been shared, the partner which is the original owner of the information which is the subject of the complaint will have the final decision on any actions which need to be taken to address any risk issues that may arise out of the complaint.



## **10 BREACHES OF SECURITY**

- 10.1 The onus will be on each partner to ensure that confidential and sensitive information is protected from unauthorised disclosure.
- 10.2 Known or suspected breaches of security in relation to information shared under this ISA, including misuse of the system or of shared information, abuse of the sharing process or arrangements, unauthorised processing or disclosure of data, or possible or suspected compromise through malicious software attack, must be reported by the SPoC for the organisation where the breach is discovered to their counterpart in the partner organisation. The partner which is the original owner of the information which is the subject of the compromise will have the final decision on any actions which need to be taken to address any risk issues that may arise out of the compromise.
- 10.3 See also Section 13 'Indemnity' where legal proceedings are served against either partner in relation to the breach.

## **11. REVIEW, RETENTION AND DISPOSAL OF SHARED INFORMATION**

- 11.1 The signatories undertake that information shared with their respective organisations will only be used for the specific purpose for which it was provided or requested. The recipient of the information will keep it securely stored and dispose of it when it is no longer required.
- 11.2 The information shared between the respective partners of this ISA must be retained and handled in accordance with the provisions of this agreement (plus any additionally specified conditions which may have been attached).
- 11.3 Information which has been received by each partner as a result of being shared under this agreement will be periodically reviewed by each partner organisation as outlined below, to assess whether it is still required (and fit) to support the purpose for which it was provided, or whether it should be disposed of:
- 11.3.1 Personal information provided by the RSPCA to Cumbria Constabulary will be reviewed, and then retained or disposed of, in line with the 'Cumbria Constabulary Review Retention and Disposal Policy'. In most cases, it is expected that information shared by the RSPCA will therefore be destroyed within a maximum timeline of 6 years.
- 11.3.2 Personal information provided by Cumbria Constabulary to the RSPCA will be reviewed, and then retained or disposed of, in line with the RSPCA retention & review policy.
- 11.4 However, where either partner assesses that information shared by the other is required to be retained for more than 6 years, approval must be sought from the partner which originally provided it.
- In practice, the partners note that where this requirement could arise, information about such individuals will usually have been either renewed (thereby resetting the clock for a further period), or will have changed, rendering it valueless or out of date anyway.

## **13. REVIEW OF THE INFORMATION SHARING AGREEMENT**

- 13.1 This Information Sharing Agreement will be reviewed six months after its implementation, and annually thereafter. Each partner will hold an original signed copy of the agreement.
- 13.2 The signatories note that this agreement is based on the national template for Information Sharing which forms part of the guidance issued on the Management of Police Information by the Association of Chief Police Officers ('ACPO') and the Home Office.

#### 14. INDEMNITY

- 14.1 Recipients of information shared will each accept total liability for a breach of this Information Sharing Agreement caused by themselves, should legal proceedings be served in relation to a breach. However, an exception will be where such breach arises through the use of an insecure method of transmission as set out in Section 5.10.4 above, in which case the partners accept **joint** responsibility (regardless of which partner is the sender and which the receiver of the information).

#### 15. SIGNATURE

- 15.1 The signatories agree that the procedures laid down in this document provide an acceptable framework for the sharing of information between their respective organisations, and that it is in a manner compliant with their statutory and professional responsibilities.
- 15.2 The signatory for Cumbria Constabulary has been delegated by an ACPO rank officer as the Chief Information Officer.
- 15.3 The signatory for the RSPCA is a senior member of staff who can be held accountable for the processing of information.
- 15.4 The signatories accept responsibility for implementation of the terms of this agreement, and, where applicable, agree that staff or colleagues within organisations that they represent and who may be involved in information sharing under the terms of this agreement will be trained so that the purposes of this agreement can be met.
- 15.5 Signatories must ensure that they comply with all relevant legislation.

Signed on behalf of the RSPCA:



Name: Barry Fryer

Rank / Position: Director of Intelligence RSPCA

Date: 3rd May 2013

Signed on behalf of Cumbria  
Constabulary:



Name: Detective Superintendent Thundercloud

Rank / Position: Chief Information Officer

Date: 26th February 2013