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## Information Sharing Agreement

Between

**National Police Chiefs' Council  
ACRO Criminal Records Office**

And

**The National Health Service  
Counter Fraud Authority**

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ACRO Criminal Records Office



**Counter Fraud Authority**

**ACRO Criminal Records Office**

enquiries@acro.pnn.police.uk | [acro.police.uk](http://acro.police.uk)



## Summary Sheet

<b>Freedom of Information Act Publication Scheme</b>	
<b>Security Classification (GSC)</b>	OFFICIAL - SENSITIVE
<b>Publication Scheme Y/N</b>	Yes
<b>Title</b>	A purpose specific Information Sharing Agreement between ACRO Criminal Records Office (ACRO), acting on behalf of the National Police Chiefs' Council (NPCC), and the National Health Service Counter Fraud Authority.
<b>Version</b>	1.1
<b>Summary</b>	<p>This Information Sharing Agreement (hereafter referred to as the Agreement) formalises the arrangements for the ACRO Criminal Records Office (ACRO), acting on behalf of the National Police Chiefs' Council (NPCC), to provide the National Health Service Counter Fraud Authority (NHS CFA) with access to relevant information held on the Police National Computer (PNC), specifically convictions, cautions, reprimands and final warnings for enforcement purposes in relation to prosecutions brought by the NHS CFA for recordable and non-recordable offences. In addition, this Agreement allows for requests to be made for criminal convictions held outside of the UK.</p> <p>Furthermore, this Agreement also allows for the recording of details of individuals prosecuted by the NHS CFA under The NHS Counter Fraud Authority (Establishment, Constitution, and Staff and Other Transfer Provisions) Order 2017, and other recordable offences where the NHS CFA act as the Prosecuting Agent on to the PNC for the purposes of investigations into offences committed in connection with fraud, corruption or other unlawful activities, carried out against or otherwise affecting the health service in England.</p>
<b>Author</b>	ACRO Service Development Officer
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## Version Record

<b>Version No.</b>	<b>Date</b>	<b>Amendments Made</b>	<b>Authorisation</b>
0.1	30/08/2018	First draft of ISA for review by NHS CFA	JD, ACRO
0.2	01/10/2018	Reviewed by NHS CFA	MH, NHS CFA
1.0	31/10/2018	Final version	JD, ACRO
1.1	16/01/2019	Amendment to e-mail address at 4.3.3	AMdB, ACRO

## **1. Partners to the Agreement**

### 1.1. ACRO Criminal Records Office

PO Box 481  
Fareham  
PO14 9FS

### 1.2. NHS Counter Fraud Authority

Skipton House  
80 London Road  
London  
SE1 6LH

## 2. Purpose and Background of the Agreement

### 2.1. Purpose

2.1.1. The purpose of this Agreement is to formalise the arrangements for the ACRO Criminal Records Office (ACRO), acting on behalf of the National Police Chiefs' Council (NPCC), to provide the National Health Service Counter Fraud Authority (NHS CFA) with access to relevant information held on the Police National Computer (PNC), specifically convictions, cautions, reprimands and final warnings for enforcement purposes in relation to prosecutions brought by the NHS CFA for recordable and non-recordable offences.

2.1.2. In addition, this Agreement formalises the arrangements for the NHS CFA to request criminal conviction information held outside of the UK via ACRO.

2.1.3. This Agreement also formalises the arrangements for ACRO to record criminal offences of individuals prosecuted by the NHS CFA under The NHS Counter Fraud Authority (Establishment, Constitution, and Staff and Other Transfer Provisions) Order 2017 and other recordable offences where the NHS CFA act as the Prosecuting Agent on to the PNC. In so doing, ACRO will provide the necessary prints from the PNC to support relevant judicial processes<sup>1</sup>.

2.1.4. This Agreement will be used to assist in ensuring that:

- Information is shared in a secure, confidential manner;
- Information is shared only on a 'need to know' basis;
- There are clear procedures to be followed with regard to information sharing, and;
- Information will only be used for the reason(s) it has been obtained.

### 2.2. Background

2.2.1. ACRO is a national police unit under the NPCC working for safer communities. ACRO provides access to information held on the PNC to support the criminal justice work of some non-police prosecuting agencies; and assist safeguarding processes conducted by relevant agencies.

2.2.2. ACRO is the national police unit responsible for exchanging criminal conviction information between the UK and other countries.

2.2.3. The NHS CFA is a special health authority charged with identifying, investigating and preventing fraud and other economic crime within the NHS and the wider health group. As a special health authority focused entirely on counter fraud work, the NHS CFA is independent from other NHS bodies and directly accountable to the Department of Health and Social Care (DHSC).

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<sup>1</sup> The practice of providing copies of a defendant's past record is well established within the work of Non Police Prosecuting Agencies.

### 3. Powers

#### 3.1. NHS CFA Legal Basis

3.1.1. The NHS CFA was established under The NHS Counter Fraud Authority (Establishment, Constitution, and Staff and Other Transfer Provisions) Order 2017<sup>2</sup>. The function of the NHS CFA is to exercise the statutory functions of the Secretary of State; and investigate and prosecute offences under the NHS Counter Fraud Authority Order 2017 Part 2, Section 4. It is a competent authority for the purposes of law enforcement processing to the extent of these powers.

3.1.2. “The law enforcement purposes”. For the purposes of this part, “the law enforcement purposes” are the purposes of the prevention, investigation, detection or prosecution of criminal penalties, including the safeguarding against the prevent of threats to public safety.

3.1.3. The NHS CFA has lawful authority for investigation and or prosecution purposes in the public interest or in the exercise of official authority vested in the NHS CFA. The NHS Counter Fraud Authority Directions 2017<sup>3</sup> provide the detail of the tasks and responsibilities the NHS CFA is to take on.

3.1.4. The offences include:

- Part 2, Section 4 of the NHS Counter Fraud Authority Order 2017
  - (1) The Authority is to exercise the functions of the Secretary of State in respect of counter fraud which are identified in paragraph (2), subject to and in accordance with this article and directions to the Authority given by the Secretary of State.
  - (2) The counter fraud functions the Authority is to exercise are –
    - a. Taking action for the purpose of preventing, detecting or investigating fraud, corruption or other unlawful activities, carried out against or otherwise affecting the health service in England;
    - b. Taking action for the purpose of preventing, detecting or investigating fraud, corruption or other unlawful activities against or otherwise affecting the Secretary of State in relation to his responsibilities for the health service in England;
    - c. Operational matters relating to the functions described in (a) and (b);
    - d. Providing advice to bodies and persons identified in directions given by the Secretary of State to the Authority about matters relevant to counter fraud.

3.1.5. The NHS CFA has Statutory lawful authority to process special category personal data for preventing or detecting unlawful acts when the following conditions are met:

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<sup>2</sup> <http://www.legislation.gov.uk/uksi/2017/958/contents/made>

<sup>3</sup> <https://www.gov.uk/government/publications/nhs-counter-fraud-authority-and-supplemental-directions-2017>

- The processing is strictly necessary for the law enforcement purposes of preventing, investigating, detecting and prosecuting criminal offences, executing criminal penalties, including preventing and safeguarding against threats to public security and meets a condition below:
  - A function conferred by enactment or rule of law, necessary in the substantial public interest
  - Anti-fraud organisations preventing fraud
  - Archiving

### **3.2. ACRO Legal Basis**

3.2.1. Section 22A of the Police Act 1996 enables police forces to discharge functions of officers and staff where it is in the interests of efficiency or effectiveness of their own and other police force areas.

3.2.2. ACRO is established through the National Police Collaboration Agreement relating to the ACRO Criminal Records Office (ACRO) under Section 22A of the Police Act 1996. This agreement gives ACRO the legal authority to provide PNC enquiry, update and disclosure services to non-police agencies and non-police prosecuting agencies.

3.2.3. ACRO have been delegated responsibility for managing the UK Central Authority for the Exchange of Criminal Records. As such, ACRO discharge the UK's responsibilities under EU Council Decisions 2009/315/JHA on the exchange of information extracted from the criminal record and 2009/316/JHA European Criminal Record Information System (ECRIS) plus EU Framework Decision 93.

3.2.4. ACRO also exchange conviction information with countries outside of the EU via Interpol channels.

3.2.5. Schedule 7 (17) of the Data Protection Act 2018 establishes ACRO as a Competent Authority.

### **3.3. Code of Practice for the Management of Police Information**

3.3.1. Any information that is shared should meet one or more of the policing purposes referred to in the Code of Practice for the Management of Police Information (MOPI):

- a. Protecting life and property;
- b. Preserving order;
- c. Preventing the commission of offences;
- d. Bringing offenders to justice;
- e. Any duty or responsibility of the police arising from common or statute law.

3.3.2. These five policing purposes provide the legal basis for collecting, recording, evaluating, sharing and retaining police information. The policing purposes do not replace or supersede any existing duty or power defined by statute or common law. Section 4.8 of MOPI provides for police information to be shared outside the UK police force where it is lawful and reasonable to do so.

#### **3.4. Human Rights Act 1998**

3.4.1. Under Section 8 (1) of the Human Rights Act 1998, all data subjects have a right to a private family life which can only be interfered with if justified and proportionate.

3.4.2. Interference with this right may be justified where the processing is necessary and in the interest of:

- Discharging the common law police duties
- Preventing / detecting unlawful acts
- Protecting public against dishonesty
- Preventing fraud
- Terrorist finance / money laundering
- Safeguarding children and adults at risk
- Safeguarding economic wellbeing of vulnerable adults

#### **3.5. Common Law Duty of Confidentiality**

3.5.1. This Agreement takes into account the Common Law duty of confidentiality which applies where information has a necessary quality of confidence or where information is imparted in circumstances giving rise to an obligation of confidence that is either explicit or implied. Where the duty applies, disclosure will be justified through consent, legal duty and the public interest or for the safeguarding of one or more people.

## **4. Process**

### **4.1. Overview**

- 4.1.1. ACRO, in response to requests made by the NHS CFA, will conduct PNC searches and provide a PNC print to meet the information needs of the NHS CFA.
- 4.1.2. In the event that convictions are found on the PNC or the subject of the enquiry is 'No Trace', a response stating 'no relevant information held on PNC in relation to the subject of your enquiry' will be sent to the NHS CFA. This response will also indicate that in the absence of fingerprints the identity of the subject cannot be verified. Similar wording will apply to 'Trace' returns i.e. when a record is found and a PNC print provided.
- 4.1.3. The NHS CFA caseworker will review all referred information and may ask for additional information to aid decision making.
- 4.1.4. Where an offence has been committed resulting in a conviction in court, ACRO will record this information on the PNC as required by The National Police Records (Recordable Offences) Regulations 2000 (SI 2000/1139), on behalf of the NHS CFA.

### **4.2. PNC Searches**

- 4.2.1. Requests for a PNC search are to be made by the NHS CFA on a 'Names Enquiry' form attached at Annex A.
- 4.2.2. The following personal data<sup>4</sup> is to be provided in support of each request:

- First name(s) (John/Edward/Benjamin)
- Surname (SMITH)
- Date of Birth (dd/mm/yyyy)
- Any alias details (names, DoB)
- Place of birth (where known)
- Address
- NHS CFA case reference

### **4.3. Additional Information Requirements**

- 4.3.1. Other personal data which the NHS CFA caseworker may be aware of e.g. National Insurance Number, passport or driving licence number etc. can be provided to aid identification. This additional information will be used to confirm identity and is of particular value where the name or other personal details are identical on the PNC.

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<sup>4</sup> Personal data is defined by Data Protection Legislation as information that relates to an identified or identifiable individual.

- 4.3.2. It is not necessary to obtain the additional information as a matter of course particularly if it is not currently recorded as part of the NHS CFA normal administrative procedures.
- 4.3.3. If required, ACRO will seek additional information from the NHS CFA to verify the identity of the subject of the request via the following secure NHS CFA mailbox:  
\*\*\*\*
- 4.3.4. No other mailbox is to be used unless this Agreement is updated to reflect a change of 'nominated' point of contact for the NHS CFA.
- 4.3.5. Where appropriate, the NHS CFA will make contact with the subject of the enquiry to seek the additional information required by ACRO.

## 5. Submission

### 5.1. Names Enquiry Forms

5.1.1. Completed 'Names Enquiry' forms are to be sent via secure email to the following email address:

\*\*\*\*

5.1.2. Erroneous/incomplete 'Names Enquiry' forms will not be processed. They will be returned to the NHS CFA as invalid and a reason provided.

### 5.2. Telephone Requests

5.2.1. Requests may be made by telephone in cases of emergency and 'Names Enquiry' form submitted retrospectively. Such requests can only be made by a limited number of the NHS CFA staff.

## 6. Provision of Information

### 6.1. Response to a PNC 'Names' Search

6.1.1. In response to a formal application, written or verbal, ACRO will provide the NHS CFA with the following information derived from the PNC in response to applications made in accordance with this Agreement:

- All convictions, cautions, warnings and reprimands.
- Additional information as deemed relevant by ACRO where there is a pressing social need to do so (via a Force Disclosure Unit as appropriate).

6.1.2. It should be noted that the service provided under this Agreement only covers the provision of certain PNC prints depending on the request submitted by the NHS CFA. Annex B shows the content of a typical Disclosure Print.

6.1.3. If the NHS CFA has a secondary query or wish to follow-up on the PNC information provided, a formal request is to be made through the nominated ACRO mailbox: \*\*\*\*

6.1.4. The NHS CFA will need to liaise directly with forces to explain specific information regarding the offending revealed in the prints provided under this Agreement or to gain access to statements, interviews under caution etc. relating to any previous offending. Forces may apply their own charges in respect of any information they disclose.

## **7. Recording Convictions on the PNC**

### **7.1. Creating Records on the PNC**

- 7.1.1. The process for creating records and assigning Arrest Summons Numbers (ASN) to prosecutions brought by Non Police Prosecuting Agencies (NPPA) is contained in the 'National Standard for Recording NPPA Prosecutions on the Police National Computer' (the 'National Standard').
- 7.1.2. The NHS CFA undertakes to adhere to the requirements of the National Standard including the requirement to complete and submit the required NPA form in the agreed format together with a copy of the relevant information to the court in order for a record to be created on the PNC. Court dates are to be provided if known at the time of submission.
- 7.1.3. The NHS CFA will supply a duly completed NPA form in respect of every person for whom a PNC record is to be created. An ASN will be provided by ACRO in return. A delay in the process is likely to occur if the information provided on the NPA form by the NHS CFA is incomplete or inaccurate.
- 7.1.4. As part of the record creation service provided by ACRO, the NHS CFA will be sent a PNC multi print for each ASN created. The multi prints consists of a Prosecutor's Print plus a Court/Defence/Probation Print. The content of each type of print is defined in the list of PNC Printer Transactions attached at Annex C.
- 7.1.5. Covering emails from ACRO under which the PNC prints will be returned to the NHS CFA will state that in the absence of fingerprints the subject's identity cannot be verified.
- 7.1.6. When a prosecution by the NHS CFA leads to a court appearance, ACRO will update the PNC with the required details of any adjournment or disposal. These details are provided to ACRO through automated processes when the prosecution occurs at a Magistrates Court. However, these processes do not extend to prosecutions through the Crown Court and therefore the NHS CFA is to advise ACRO of any adjournments or disposal handed down by the court using the form attached at Annex D.
- 7.1.7. If, once a PNC record has been created by ACRO and an ASN issued to the NHS CFA, a decision is taken to deal with the offender by way of an 'Out of Court disposal' or proceedings are otherwise concluded by way of a discontinuance or 'No Further Action (NFA)' disposal, for instance on the advice of the Crown Prosecution Service (CPS), the NHS CFA will inform ACRO as soon as reasonably practical in order that the PNC record can be closed.

## **8. International Requests**

### **8.1. Process**

- 8.1.1. If the subject of an impending criminal prosecution to be conducted by the NHS CFA is a foreign national, a request may be made via the International Criminal Conviction Exchange at ACRO to obtain, if available, details of the subject's conviction history in his/her country of nationality.
- 8.1.2. The purpose of this process is to enable the subject's full criminal history to be made available to the relevant Judicial Authority e.g. the court at which the case is being heard. The NHS CFA shall act as representatives of the Judicial Authority in this process.
- 8.1.3. If the subject is an EU national, then ACRO shall deal with the request under Council Framework Decision 2009/315/JHA. If the subject is a non-EU national, a similar process is followed, but is not mandated within legislation.
- 8.1.4. Requests should be made using the International Request form attached at Annex E and sent, one request per email, from the nominated NHS CFA mailbox to the ACRO International Requests Mailbox: \*\*\*\*  
Erroneous or incomplete forms may delay the processing of the request.
- 8.1.5. ACRO will forward the request to the relevant national authority/ies for a response. Mandated timescales are in place for EU Member States, but responses outside of the EU may take longer.
- 8.1.6. Requests may be rejected if there is insufficient information to enable the receiving country to verify the identity of the subject, or if the mandatory nominal information is not supplied. Guidance on the required information will be sent to the NHS CFA separately, and ACRO will send updated copies if this information changes.
- 8.1.7. Once a response has been received from the country of nationality, ACRO shall forward the conviction/non-conviction certificate (EU countries) or conviction information (non-EU countries), including any necessary translation, to the nominated NHS CFA mailbox. If this mailbox is not .pnn, .gsi or .cjsm secure, then additional security protections may be required.
- 8.1.8. Notifications of conviction to the country of nationality of foreign nationals convicted as a result of NHS CFA prosecutions will take place automatically and no request is required. Such notifications may be subject to a risk assessment depending on the destination country.

### **8.2. Turnaround**

- 8.2.1. In the case of EU international requests, there is a mandated response time of 10 working days for the requested country to respond.

8.2.2. There are no mandated timescales for non-EU requests.

8.2.3. ACRO shall forward the information as soon as possible after it has been received from the requesting country and any necessary translation has taken place.

### **8.3. Specific Data Handling**

8.3.1. Any conviction information that is supplied by ACRO with regards to foreign convictions cannot be held on any system outside of ACRO/NHS CFA ownership (such as local information systems) and can only be used for the purposes (i.e. the specific case) for which it was requested, as stipulated in the EU Framework.

## **9. Information Management**

### **9.1. Government Security Classification Policy**

9.1.1. Parties to this Agreement are to ensure that personal data is handled, stored and processed at OFFICIAL level as defined by the Government Security Classification Policy and may carry the security marking OFFICAL – SENSITIVE, in which case specific handling conditions will be provided.

### **9.2. Information Security Policy**

9.2.1. Either party to this Agreement may request a copy of the others Information Security Policy (ISP) (where it exists) when sensitive personal data is to be shared.

### **9.3. Volumes**

9.3.1. Is it estimated that for the year 2018-19, the NHS CFA will require c30 PNC records to be created.

9.3.2. The NHS CFA will advise ACRO if the number of PNC checks is likely to be exceeded.

### **9.4. Transmission**

9.4.1. With the exception of telephone requests in cases of emergency, contact between ACRO and the NHS CFA should only be made over a secure communication network and care must be taken where personal information is shared or discussed.

9.4.2. Emails must not be password protected, contain personal data or contain the descriptor 'Private and Confidential' in subject field, or be over 6MB in file size.

9.4.3. The NHS CFA reference number must be included in the subject field of every email sent to ACRO.

9.4.4. Where email transmission is unavailable, records may be transferred by post via encrypted disk, where encryption meets current industry standards.

### **9.5. Disputed Information**

9.5.1. Should the validity of the information disclosed be disputed, the NHS CFA will contact ACRO to determine a suitable method to resolve the dispute.

9.5.2. In the event either party identify an error in information, they will inform the other party as soon as practical.

## **9.6. Turnaround**

- 9.6.1. This Agreement requires a seven working day turnaround on all cases submitted to ACRO except where ACRO requires further information from the NHS CFA to make a positive match. In these circumstances, ACRO will process the enquiry when the required information has been supplied by the NHS CFA.
- 9.6.2. Responses to requests for additional information must be made by the NHS CFA within ten working days. If ACRO do not receive the information, the request will be closed.
- 9.6.3. Information will be exchanged without undue delay. In the event of a delay outside of either parties control, this will be informed to the other party as soon as practical.
- 9.6.4. An exception to the seven working day turnaround are those occasions where the conviction data is held on microfiche in the national police microfiche library at Hendon. In these cases, ACRO will provide a response when the required information has been supplied by the custodians of the microfiche.
- 9.6.5. In some circumstances the NHS CFA may require information urgently, for example, due to ongoing court proceedings. In these circumstances ACRO will endeavour to provide a three working day turnaround.
- 9.6.6. ACRO will complete/update a record on the PNC within three working days of the receipt of a completed NPA form from the NHS CFA in respect of every person for whom a PNC record is to be created.

## **9.7. Quality Assurance and Control**

- 9.7.1. ACRO employ strict quality control procedures and staff undertaking this work are all appropriately trained.
- 9.7.2. On a monthly basis ACRO can, if required, provide regular management information to the NHS CFA including:
- Number of PNC 'Names Enquiry' forms received
  - Number of PNC Disclosure Prints provided
  - Details of any cases that fall outside agreed 'Service Levels'
  - Number of issues and/or disputes

## **9.8. General Information Sharing Considerations**

- 9.8.1. Both parties are competent authorities to the extent of the processing described in this Agreement. Part 3 of the Data Protection Act 2018 outlines the meaning of a competent authority of which both Parties of this Agreement are.

9.8.2. ACRO is an agent of the joint Chief Constables in its capacity as body formed by the joint controllers under section 22a of the Police Act 1996.

9.8.3. The NHS CFA is a competent Authority to the extent of its statutory powers to carry out investigations into allegations of fraud within the NHS under the NHS Counter Fraud Authority Order 2017.

9.8.4. Each party shall:

- Implement and maintain appropriate technical and organisational measures to protect such personal data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage;
- Ensure that employees who have access to personal data have undergone training in the Data Protection Legislation and in the care and handling of personal data; and
- Notify the other party promptly of any known breach of technical and organisational security measures where the breach has affected or could have affected personal data transferred under this Agreement.

## **10. Constraints on the Use of the Information**

### **10.1. Freedom of Information Act 2000**

10.1.1. On receipt of a request made under the provisions of the Freedom of Information Act 2000 in respect of information provided by or relating to the information provided by ACRO, the NHS CFA representative is to ascertain whether the NPCC wishes to propose the engagement of any exemptions via the NPCC FOI mailbox: [npcc.foi.request@cru.pnn.police.uk](mailto:npcc.foi.request@cru.pnn.police.uk)

10.1.2. The decision as to whether to disclose the information remains with the NHS CFA, but will be made with reference to any proposals made by the NPCC.

### **10.2. Data Protection and General Data Protection Regulation**

10.2.1. Where the NHS CFA receives a request for information under data protection laws, which captures personal or special category personal data provided by ACRO under this Agreement, the NHS CFA representative is to immediately contact the NPCC Data Protection Officer at: [data.protection@npcc.pnn.police.uk](mailto:data.protection@npcc.pnn.police.uk) to ascertain whether the NPCC wishes to propose to the NHS CFA that they apply any relevant exemptions when responding to the applicant.

10.2.2. Where ACRO receives a Subject Access Request (SAR) under data protection laws which captures personal or special category personal data requested by the NHS CFA under this Agreement, the NPCC Data Protection Officer is to immediately contact the NHS CFA representatives to ascertain whether the NHS CFA wishes to propose to ACRO that they apply any relevant exemptions prior to responding to the applicant.

10.2.3. It is acknowledged that where the receiving party cannot comply with a request without disclosing information relating to another individual who can be identified from that information, it is not obliged to comply with the request, unless:

- a. The other individual has consented to the disclosure of the information to the person making the request; or
- b. It is reasonable in all the circumstances to comply with the request without the consent of the other individual.

10.2.4. In determining whether it is reasonable, regard shall be had to:

- a. Any duty of confidentiality owed to the other individual;
- b. Any steps taken by the Data Controller with a view to seeking consent of the other individual
- c. Whether the other individual is capable of giving consent; and,
- d. Any express refusal by the other individual.

10.2.5. It is acknowledged that the GDPR and the DPA provide rights for individuals in respect of their personal data in some circumstances. These include (but are not limited to):

- a. A right of access (noted above);
- b. A right to rectification;
- c. A right to erasure;
- d. A right to restrict processing; and
- e. Rights in relation to automated decision making and profiling.

10.2.6. In particular, where the NHS CFA receives a notice to erase or restrict personal data under the provisions of GDPR or DPA processed under this Agreement, the NHS CFA representative will contact the NPCC Data Protection Officer to alert them to the fact that a notice has been served:

[data.protection@npcc.pnn.police.uk](mailto:data.protection@npcc.pnn.police.uk)

10.2.7. Where ACRO receives a notice to erase or restrict personal data under the provisions of GDPR or DPA processed under this Agreement, the NPCC Data Protection Officer will contact the NHS CFA representative to alert them to the fact that a notice has been served.

### **10.3. Third Party Sharing**

10.3.1. Personal data relating to criminal convictions and offences, other personal data and special category personal data shared in accordance with this Agreement will only be used for the specific purpose for which they are requested.

10.3.2. The information shared should not be disclosed to any third party without the written consent of the party that provided the information in the first instance, unless required by law.

### **10.4. Retention and Disposal**

10.4.1. Information shared under this Agreement will be securely stored and disposed of when no longer required for the purpose for which it is provided as per each parties ISP, unless otherwise agreed in a specific case, and legally permitted.

## 11. Roles and Responsibilities

### 11.1. Disputes

11.1.1. ACRO and the NHS CFA will designate Single Points of Contact (SPOC) who will work together to jointly solve problems relating to the sharing of information under this Agreement.

- ACRO (UK PNC enquiries and updates):  
ACRO PNC Services Head of Section  
\*\*\*\*
- ACRO (International requests):  
ACRO International Services Head of Section  
\*\*\*\*
- NHS CFA:  
National Operations Manager  
\*\*\*\*

11.1.2. Initial contact should be made by email with the subject heading:  
FAO ACRO/NHS CFA ISA SPOC Ref no: XXXX

11.1.3. The above designated SPOCs will have joint responsibility of resolving all day to day operating issues and initiating the escalation process set out if/when necessary.

### 11.2. Escalation

11.2.1. In the event that the nominated SPOC cannot agree on a course of action or either party appears not to have met the terms and conditions of this Agreement, the matter should initially be referred jointly to the following:

- ACRO:  
PNC Services Deputy Manager  
\*\*\*\*
- NHS CFA:  
Head of Operations  
\*\*\*\*

11.2.2. Both ACRO and the NHS CFA SPOCs have a responsibility to create a file in which relevant information and decisions can be recorded. The file should include details of the data accessed and notes of any correspondence, meeting attended, or phone calls made or received relating to this Agreement.

## **12. Charges**

### **12.1. Price and Rates**

12.1.1. The NHS CFA shall pay ACRO for the provision of services set out in this Agreement and in line with the letter of charges provided to the NHS CFA separately.

## **13. Review**

### **13.1. Frequency**

13.1.1. This ISA will be reviewed six months after implementation and annually thereafter.

## 14. Signature

### 14.1. Undertaking

14.1.1. By signing this Agreement, all signatories accept responsibility for its execution and agree to ensure that staff for whom they are responsible are trained so that requests for information and the process of sharing is sufficient to meet the purpose of this Agreement.

14.1.2. Signatories must ensure compliance will all relevant legislation.

Signed on behalf of ACRO	Signed on behalf of NHS CFA
Position Held: Head of ACRO	Position Held: Head of Operations
Date: 31/10/2018	Date: 28/10/2018