# Information Sharing Agreement

## Between

## ACRO Criminal Records Office

## And

## National Police and Chiefs' Council, ACRO s22a Police Forces (England) and Local Authorities of England

**ACRO Criminal Records Office**
enquiries@acro.pnn.police.uk | acro.police.uk

# Summary Sheet

| Freedom of Information Act Publication Scheme | |
|---|---|
| **Security Classification (GSC)** | OFFICIAL |
| **Publication Scheme Y/N** | Yes |
| **Title** | Information Sharing Agreement between ACRO Criminal Records Office (ACRO), acting on behalf of the National Police Chiefs' Council (NPCC), Police Forces that are party to the ACRO s22a agreement (England only) and Local Authorities in England in respect of Coronavirus Legislation and Regulations. |
| **Version** | 0.2 |
| **Summary** | 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), relevant Police Forces and Local Authorities to process Fixed Penalty Notices (FPN) issued by Police Forces. Further to accept payment to discharge liability of offences on behalf of Local Authorities, in England, in respect of offences under Coronavirus Act 2020 and The Health Protection (Coronavirus Restrictions) England Regulations, and subsequent regulations. |
| **Author** | ACRO Information Manager |
| **Linked Documents** | ACRO s22a Collaboration Agreement<br>Lawful Basis Questionnaire<br>Data Protection Impact Assessment<br>Memorandum of Understanding with the Home Office<br>NPCC Designation Letters<br>Designation Orders by secretary of State for Health & Social Care |
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# Contents

# Version control

| Version No. | Date | Amendments Made | Authorisation |
|---|---|---|---|
| 0.1 | 13/10/2020 | Draft and document review | AAS |
| 0.2 | 14/01/2021 | DPO Review | KP |
| 1.0 | 28/01/2021 | SIRO Sign Off | RP |

# 1. Partners to the Agreement

ACRO Criminal Records Office
PO Box 481
Fareham
PO14 9FS

National Police Chief Council
1st Floor
Victoria Street
London
SW1H 0NN
ICO Registration Number ZA495495

Representing the Police Forces of England listed below[1].

| | |
|---|---|
| Avon and Somerset Constabulary | Bedfordshire Police |
| Cambridgeshire Constabulary | Cheshire Constabulary |
| City of London Police | Cleveland Police |
| Cumbria Constabulary | Devon & Cornwall Police |
| Derbyshire Constabulary | Dorset Police |
| Durham Constabulary | Essex Police |
| Gloucestershire Constabulary | Greater Manchester Police |
| Hampshire Constabulary | Hertfordshire Constabulary |
| Humberside Police | Kent Police |
| Lancashire Constabulary | Leicestershire Police |
| Lincolnshire Police | Merseyside Police |
| Police of the Metropolis | Norfolk Constabulary |
| North Yorkshire Police | Northamptonshire Police |
| Northumbria Police | Nottinghamshire Police |
| South Yorkshire Police | Staffordshire Police |
| Suffolk Constabulary | Surrey Police |
| Sussex Police | Thames Valley Police |
| Warwickshire Police | West Mercia Police |
| West Midlands Police | West Yorkshire Police |
| Wiltshire Police | |

[1] Please note this only includes the forces listed in the ACRO s22a Agreement. The Welsh forces within the ACRO s22a agreement and England forces not listed in the agreement are not party to this Information Sharing Agreement.

# 2. Agreed Terms

## 2.1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

2.1.1. Definitions:

**ACRO:** ACRO Criminal Records Office

**Agreed Purpose**: has the meaning given to it in clause 4 of this Agreement.

**Business Day**: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Business Hours**: 9:00 am to 5:00 pm Monday to Friday on a day, that is not a public holiday.

**CEO:** Chief Executive Officer

**Coronavirus**: means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); "coronavirus disease" means COVID-19 (the official designation of the disease which can be caused by coronavirus)

**Criminal Offence Data** is personal data relating to criminal convictions and offences or related security measures and includes personal data relating to the alleged commission of offences by the data subject, or proceedings for an offence committed or alleged to have been committed by the data subject or the disposal of such proceedings, including sentencing. (DPA 2018 S11 (2)).

**Data Protection Legislation**: the General Data Protection Regulation as enacted into English law (**GDPR**) as revised and superseded from time to time; the Data Protection Act 2018 **(DPA)**; and any other laws and regulations relating to the processing of personal data and privacy which apply to a party and, if applicable, the guidance and codes of practice issued by the relevant data protection or supervisory authority.

**Designated Officer:** An Officer designated by the Secretary of State to carry out a specific function

**Designation Letter:** Written notice from a body or organisation to change an agreement

**Designation Order:** A designation made by a Secretary of State who has the power under the Regulations to designate an individual to be a relevant person for the purposes of enforcement, offences, penalties and prosecution under the regulations.

**EIR:** Environmental Information Regulations 2004

**FOIA:** Freedom of Information Act 2000. Freedom of Information (FOI).

**FPN** Fixed Penalty Notice - is a notice offering the person to whom it is issued the opportunity of discharging any liability to conviction for the offence by payment of a fixed penalty to a Local Authority specified in the notice.

**GSCP:** Government Security Classification Policy

**HMG:** Her Majesty's Government

**HMICFRS:** Her Majesty's Inspectorate of Constabularies, Fire and Rescue Services

**Local Authority:** an administrative body in local government.

**MOU:** Memorandum of Understanding

**NPCC:** National Police Chiefs' Council

**Offences:** a breach of a law or rule; an illegal act.

**Penalty:** a punishment imposed for breaking a law, rule, or contract.

**Personal Data:** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (GDPR 2018 Article 4).

**Personal Data Breach**: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

**s22a Agreement:** An agreement is made pursuant to Section 22A Police Act 1996 (as amended) which enables police forces, local policing bodies as defined in that Act and other parties as defined in that Act to make an agreement about the discharge of functions by officers and staff, where it is in the interests of the efficiency or effectiveness of their own and other police force areas. By entering into this Agreement, the Parties have taken account of the statutory guidance for police collaboration published by the Home Office in October 2012 in exercise of the Home Secretary's power under s23F Police Act 1996, to provide guidance about collaboration agreements and related matters.

**Shared Personal Data**: the personal data to be shared between the parties under clause 5.1.2 and 5.2.2 of this Agreement.

**SIRO:** Senior Information Risk Owner

**Special categories of personal data** is data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation shall be prohibited (GDPR 2018 Article 9)

**SPOC:** Single Point of Contact

**Subject Information Rights**: means the exercise by a data subject of his or her rights under Articles 13-22 of the GDPR.

**Supervisory Authority:** the Information Commissioner or country equivalent.

2.1.2. **Controller**, **Processor**, **Data Subject** and **Personal Data**, **Special Categories of Personal Data**, **Processing** and "appropriate technical and organisational measures" shall have the meanings given to them in the Data Protection Legislation.

2.1.3. Clause and paragraph headings shall not affect the interpretation of this Agreement.

2.1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.1.5. A reference to a statue or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2.1.6. Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2.1.7. A reference to **writing** or **written** includes email.

2.1.8. Unless the context otherwise requires the reference to one **gender** shall include a reference to the other genders.

# 3. Background of the Agreement

## 3.1 Background

3.1.1. The Government, in response to the Coronavirus pandemic, brought in the Coronavirus Act 2020 and Coronavirus regulations in a bid to control the outbreak of the virus. The Regulations created new offences, to be enforced by the Police, a person designated by the Local Authority or Secretary of State. The offences are discharged by the payment of a FPN and, non-payment of an FPN can lead to prosecution.

3.1.2. Offences have been created for the following categories (although this list is not exhaustive);

- National travel restrictions
- Local travel restrictions
- International travel
- Face coverings
- Gathering in excessive numbers
- Quarantine
- Self-isolation

3.1.3. ACRO is a national police unit under the NPCC working for safer communities. In order to reduce the burden on Police Forces in England, ACRO undertook to process FPN's on their behalf, as authorised by the Chair of the NPCC.

3.1.4. The Chief Executive Officer of ACRO is designated by the Secretary of State for Health and Social Care as the 'Designated Officer' to accept payments on behalf of local authorities.

3.1.5. The Chair of the NPCC has designated ACRO to assist the police forces in processing proceeding in relation to FPNs issued by police forces to the public, for contravening offences under The Health Protection (Coronavirus Restrictions) (England) Regulations 2020, and all subsequent regulations.

# 4. Purpose of the agreement

### 4.1. Purpose

4.1.1. This Agreement sets out the framework for the sharing of Personal Data when one Controller discloses Personal Data to another Controller. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.

4.1.2. The purpose of this Agreement is to formalise the arrangements for ACRO, acting on behalf of the Police Forces in England, to process Fixed Penalty Notices (FPN) issued by the Police, and to assist with proceedings if required. ACRO will collect fines resulting from FPN and make onward payment to the relevant Local Authority.

4.1.3. The FPNs are issued by the police forces in England, to persons who have contravened the requirements under the Health Protection (Coronavirus Restrictions) (England) Regulations 2020 and all subsequent legislation, available at Appendix B.

4.1.4. The Chief Executive Officer of ACRO has received designation letters from the Chair of the NPCC on behalf of the Chief Constables of all police forces in England that are parties of the ACRO s22a agreement, requesting that ACRO complete the administration of all FPNs issued under the above process. These serve as an addendum to the s22a agreement, which ACRO has with those forces.

4.1.5. Designation Orders, from the Secretary of State for Health and Social Care, state that the CEO of ACRO has the Authority of a Designated Officer under this legislation. These empower ACRO to act on behalf of local authorities to collect the payment of FPNs and pay this to the appropriate Local Authority.

4.1.6. The Designation orders also authorise ACRO to assist forces in court proceedings in relation to FPN.

4.1.7. The payment collected by ACRO is to be paid to the relevant Local Authority, determined by where the FPN is issued. The Coronavirus Act 2020 Part 1, s78 defines the local authorities of England in sub section (7) (Appendix A).

4.1.8. Police forces that are not party to the s22a Agreement are not covered by this agreement and, must either process their FPN via a listed force or set up a separate agreement. Welsh forces covered by the s22a ACRO agreement will also have a separate ISA as the regulations differ to those in England.

4.1.9. ACRO do not process payments arising from any court action for non-payment of an FPN fine.

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

- Personal Data is shared in a secure, confidential manner with designated points of contact;
- Personal Data is shared only on a 'need to know' basis;
- Shared Personal Data will not be irrelevant or excessive with regards to the Agreed Purpose;
- There are clear procedures to be followed with regard to Shared Personal Data;
- Personal Data will only be used for the reason(s) it has been obtained;
- Lawful and necessary reuse of Personal Data is done in accordance with Data Protection Legislation, and
- Subject information rights are observed without undue prejudice to the lawful purpose of either party.

4.1.11. The parties agree to only process Shared Personal Data, (i) in the case of the Police Forces and Local Authorities in England to discharge their function conferred by rule of law, and (ii) in the case of ACRO, as designated by the NPCC and the Secretary of State. The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this clause ("Agreed Purpose").

# 5. Powers

## 5.1. Police Forces and Local Authorities Legal Basis

5.1.1. Under s31 of the Data Protection Act (DPA) 2018 "the law enforcement purposes" are the purposes of the prevention, investigation, detection or prosecution of criminal offences or execution of criminal penalties, including the safeguarding against threats to public safety.

5.1.2. Police Forces are Competent Authorities under schedule 7 of the DPA under the section *Chief Officers of Police and other policing bodies*: (5) The Chief Constable of a police force maintained under section 2 of the Police Act 1996, (6) The Commissioner of the Police of the Metropolis and (7) The Commissioner of Police for the City of London.

5.1.3. FPNs are issued to those who contravene the Coronavirus Regulations, as new Regulations are brought in these can be located on the Government website, which at Appendix B.

5.1.4. Penalties collected to discharge FPNs are payable to the Local Authority for the area in which the FPN was issued under the Coronavirus Legislation and Regulations. Local Authorities are Competent Authorities under s30 (1) (b) of the Data Protection Act (DPA) 2018 as they have a statutory function for any law enforcement purpose by virtue of the Local Government Act 1972, s222 and s223.

5.1.5. Under s35 of the DPA processing is necessary for the performance of a task carried out for that purpose by a competent authority, and the processing is necessary for the law enforcement purpose.

5.1.6. Processing is necessary for a law enforcement purpose and the following conditions apply (s35(3-5) and Schedule 8 (conditions for sensitive processing) of the DPA 2018);

- Statutory etc. purposes necessary for reasons of substantial public interest
- Administration of Justice
- Safeguarding of children and of individuals at risk
- Archiving for purposes of public interest and statistical purposes

5.1.7. Due to the nature of the legislation, there are a number of different organisations that act as enforcement officers and issue FPN under the Coronavirus legislation. It is necessary to share the data with those organisations to ensure that they, Police forces and ACRO, are all capturing those who have contravened the legislation on more than one occasion under the penalty laddering. The conditions for processing as above as all in respect of law enforcement under the same legislation.

### 5.2. ACRO Legal Basis

5.2.1. 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. Schedule 7 paragraph 17 of the DPA 2018 establishes bodies created under s22a of the Police Act 1996 as Competent Authorities.

5.2.2. ACRO Criminal Records Office is established through a collaboration agreement pursuant to s22a of the Police Act 1996. This agreement gives ACRO the authority to act on behalf of the chief constables party to the agreement to provide the services specified in the agreement.

5.2.3. Pursuant to the terms of the NPCC function, on behalf of the parties at this time of national emergency, and in order to coordinate a national policing response; it is confirmed that Schedule 1 to the ACRO Collaboration Agreement shall be construed as to include ACRO providing support to Police Forces in relation to the issue of FPNs and the processing of payments made in relation to them.

5.2.4. The CEO of ACRO by Designation Order signed by the Secretary of State for Health and Social Services is the Designated Officer to process and accept payment on behalf of local authorities for FPNs issued by the police forces in England, for persons who have contravened the requirements under Regulation 10 of the Health Protection (Coronavirus Restrictions) (England) (Amended) Regulations 2020.

5.2.5. Under s35 of the DPA processing is necessary for the performance of a task carried out for that purpose by a competent authority, and the processing is necessary for the law enforcement purpose.

5.2.6. Processing is necessary for a law enforcement purpose and the following conditions apply (s35(3-5) and Schedule 8 (conditions for sensitive processing) of the DPA 2018);

- Statutory etc. purposes necessary for reasons of substantial public interest
- Administration of Justice
- Safeguarding of children and of individuals at risk
- Archiving for purposes of public interest and statistical purposes

### 5.3. Code of Practice for the Management of Police Information

5.3.1. This Agreement outlines the need for the Police and Partners to work together to share information in line with the Policing Purposes as set out in the Management of Police Information Code of Practice. In line with s39a of the Police Act 1996, Chief Officers are required to give “due regard” to this statutory code. The Policing Purposes summarise the statutory and common law duties of the police service for which personal data may be processed and are described as:

- Protecting life and property;
- Preserving order;
- Preventing the commission of offences;
- Bringing offender to justice, and
- Any duty or responsibility arising from common or statute law.

**5.4. Human Rights Act 1998**

5.4.1. Under Article 8 of the Human Rights Act 1998, all data subjects have a right to respect for their private and family life, home and correspondence.

5.4.2. Interference with this right may be justified when lawful and necessary and in the interests of:

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

**5.5. Common Law Police Disclosure**

5.5.1. Whereby a legislation provides the organisation with a power to process for their specific purpose, but there is no explicit gateway for disclosure into the purpose disclosure may be carried out on the grounds of Common Law Police Disclosure, i.e. only where there is a pressing social need.

**5.6. Crime and Disorder Act 1998**

5.6.1 Under s17 the Relevant Authority has the duty to consider crime and disorder implications and the need to do all that it reasonably can to prevent:

- crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment); and
- the misuse of drugs, alcohol and other substances in its area; and
- re-offending in its area

5.6.2 Under s115(1) - Any person who would not have power to disclose information to a relevant authority or to a person acting on behalf of such an authority shall have power to do so in any case where the disclosure is necessary or expedient for the purposes of any provision of this Act.

**5.7. The Policing Protocol Order 2011**

5.7.1 The Chief Constable is responsible for maintaining the Queen's Peace and is accountable to the law for the exercising of police powers and to the Police and

Crime Commissioner for delivering of efficient and effective policing, management of resourcing and expenditure by the police force.

# 6. Sharing Data with Third Parties

## 6.1. Home Office Lawful Basis

6.1.1. The processing of FPN data between ACRO and the Home Office is set out in a Memorandum of Understanding (MOU) between ACRO and the Home Office.

6.1.2. Data sharing takes place with the Home Office on the basis of paragraph 9(c) of Schedule 8 (statistical purposes) to the DPA 2018 and the purpose is to 'inform the NPCC, the Controllers and Ministers on the proportionality of such fixed penalties across a range of demographic characteristics, and for them to respond coherently to the public and parliamentary interest on this matter'.

6.1.3. It is recognised by the parties to this MOU that the Home Office has a legal basis for access to the Data as covered by the "public task" justification under Article 6 as well as satisfying the requirements of Articles 9 and 10 of the General Data Protection Regulations (GDPR). Article 6 of the GDPR in particular provides: '1e) Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.'

6.1.4. Furthermore, s8 of the Data Protection Act 2018 (DPA 2018) says that the 'public task basis' covers processing necessary for: the administration of justice; parliamentary functions; statutory functions; governmental functions; or activities that support or promote democratic engagement.

6.1.5. Data sent to the Home Office is for statistical purposes and is pseudonomised for that purpose.

## 6.2. Her Majesty Inspectorate of Constabulary and Fire & Rescue Service (HMICFRS) Lawful Basis

6.2.1. HMICFRS has statutory powers to inspect and report on the efficiency and effectiveness of these police forces, as set out in s54 (2) of the Police Act 1996.

6.2.2. HMICFRS are undertaking an inspection, detailing the police response and effectiveness to Covid19. ACRO have been asked to assist forces with the production of this data. The data requested is a breakdown by week, force, regulation and social demographics. This has been authorised by the Chair of NPCC.

6.2.3. The processing of these data meets a condition of Article 6(1) of GDPR. Conditions under 6(1)(e) are further described at s8 of the Data Protection Act (DPA) 2018. The conditions met are:

- Performance of a public task in the public interest or official authority

6.2.4. The processing of these data meets a condition of Article 9(2) of GDPR and s10 of the DPA 2018, the processing of special categories of personal data. The conditions met are:

- Substantial Public Interest

6.2.5. Data sent to the HMICFRS is for statistical purposes and is pseudonomised for that purpose.

# 7. FPN Process

## 7.1. Overview

7.1.1. The CEO of ACRO is the Senior Information Risk Owner (SIRO) for the FPN processing. The Senior Manager for ACRO National Services is the Information Asset Owner for the system and processes.

7.1.2. The processing support that ACRO will provide at the request of police forces shall include (but is not limited to):

a. Issuing valid FPNs on behalf of an authorised person, made pursuant to relevant paragraph of the Regulations;
b. The confirmation of the correct fixed penalty amount in accordance with the relevant paragraph of the Regulations;
c. The receipt of payments in respect of FPNs on behalf of the relevant Local Authority for the area in which they are;
d. The remittance of proceeds received from FPNs to the relevant Local Authority in accordance with the terms of a the applicable Agency Agreement with such Local Authority for the management of such proceeds;
e. The coordination with a relevant Local Authority's chief finance officer to issue a certificate confirming the payment status of an FPN, pursuant to relevant paragraphs of the Regulations in the event that a FPN is not paid; and
f. The confirmation to the relevant police force of the payment status of FPNs in order that further proceedings may be considered by the Crown Prosecution Service in the event of non-payment.

7.1.3. If a person contravenes the requirements stipulated under the relevant paragraph of the Regulation of the Health Protection (Coronavirus Restrictions) (England) Regulations 2020, a constable of a police force will record the details on a pro-forma and submit these to ACRO.

7.1.4. ACRO will complete the administrative function of the process and issue a FPN letter to the person, with the relevant fine amount, as detailed in the regulations.

7.1.5. ACRO will manage the payment of the FPN on behalf of the Local Authority for where the offence took place. ACRO will issue a letter of compliance to the person to confirm that the payment has been satisfied.

7.1.6. For cases where a person has not paid the fine. ACRO will send a letter of non-compliance to the person and notify the issuing police force so that a court summons can be considered.

7.1.7. ACRO will also refer cases to issuing police forces where the individual contests the FPN issued to them.

7.1.8. The decision on any course of action lies with the owning Force and not ACRO.

7.1.9. For a small percentage of persons issued with an FPN ACRO will conduct a criminal record check on the Police National Computer (PNC). The sample will be selected at random and the results will be pseudonymised to form part of a statistical return to the NPCC in order to measure the effectiveness of FPNs.

7.1.10. FPN are non-recordable, and as such, no record will be created on PNC.

**7.2. Submission**

7.2.1. The enforcement officer completes a pro-forma form in respect of the specific regulations that have been contravened. This captures the offenders personal details, whether PNC has been checked, PNC ID code, circumstances of the offence, date, time, body worn video reference number, details of the ID checked and details of the force.

7.2.2. Completed pro-forma forms should be submitted to the ACRO CV19 mailbox: ****@acro.pnn.police.uk from a secure mailbox in the issuing police force.

7.2.3. Erroneous or incomplete forms will be rejected back to the submitting police force for correction and completion, and should be resubmitted to ACRO.

**7.3. Local Authority**

7.3.1. ACRO will act as custodians for any monies received as a result of FPN process. Once reconciliation has been completed, the monies will be transferred in tranches to the relevant Local Authority.

7.3.2. The Coronavirus Act 2020 Part 1, s78 defines the local authorities of England in sub section (7) (Appendix A). For the purpose of payment, this will be made to the Upper Tier local authorities; County Councils, Unitary Authorities, London Boroughs and Metropolitan Districts.

7.3.3. Limited data will be supplied to the Local Authority so that they can reconcile payments with the number of FPN payments for each district. Personal data will not be supplied, however, the offence location is provided so that the Local Authority can determine that they are the correct Local Authority to receive payment. This may be a residential address but there will be no personal data supplied to enable them to identify the individual linked to the FPN or the address.

# 8. Information Security

## 8.1. Government Security Classification Policy

8.1.1. 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 (GSCP) and may carry the security marking OFFICAL – SENSITIVE, in which case specific handling conditions will be provided.

8.1.2. Documents marked using GSCP will describe specific handling conditions to mitigate the risks necessitating such marking. These may include:

a) Any specific limitations on dissemination, circulation or intended audience
b) Any expectation to consult should reuse be anticipated
c) Additional secure handling and disposal requirements

## 8.2. Security Standards

8.2.1. It is expected that partners of this agreement will have in place baseline security measures compliant with or be equivalent to BS17799: 2005 and ISO/IEC 27001:2013 and HMG standards in relation to information security. Partners are at liberty to request copies of each other's:

a) Information Security Policy
b) Records Management Policy
c) Data Protection Policy

8.2.2. Each partner will implement and maintain appropriate technical and organisational measures to:

- Prevent:
  i. unauthorised or unlawful processing of the Personal Data; and
  ii. the accidental loss or destruction of, or damage to, the Shared Personal Data; and
- ensure a level of security appropriate to:
  i. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
  ii. the nature of the Shared Personal Data to be protected.

8.2.3. Any further specific security measures sought by one party shall be notified to the other party from time to time, which shall implement them where reasonably practicable. The parties shall keep such security measures under review and shall carry out updates as they agree are appropriate throughout the Term.

8.2.4. It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures together with any other applicable data protection laws and guidance, and have entered into confidentiality agreements relating to the processing of personal data.

8.2.5. Each partner will ensure that employees or agents who have access to personal data have undergone appropriate data protection training to be competent to comply with the terms of this agreement.

### 8.3. Transmission

8.3.1. With the exception of telephone requests in cases of emergency, contact between ACRO and the police forces in England and other organisations should only be made over a secure communication network which will be via PNN.police and .Gov. Care must be taken where personal information is shared or discussed.

8.3.2. FPN letters are sent by Royal Mail.

### 8.4. Retention and disposal

8.4.1. Information shared under this Agreement will be securely stored and disposed by secure means when no longer required for the purpose for which it is provided as per each parties' Information Security Policy, unless otherwise agreed in a specific case, and legally permitted. Each party will determine and maintain their own retention schedule.

8.4.2. The NPCC has determined that FPN records will be retained by the issuing Police Force and ACRO for a minimum period of 6 years from the completion date. If further tickets are issued the retention period for all FPN records issued to the individual are to be retained for 6 years from the completion date of the last FPN issued.

# 9. Information Management

## 9.1. Accuracy of Personal Data

9.1.1. The parties will take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose for which it is processed, is erased or rectified without delay and will notify the partners to this agreement of the erasure or rectification.

9.1.2. Where a partner rectifies personal data, it must notify any competent authority from which the inaccurate personal data originated, and should notify any other data controller of the correction, unless a compelling reason for not doing so exists.

9.1.3. It is the responsibility of all parties to ensure that the information is of sufficient quality for its intended purpose, bearing in mind accuracy, validity, reliability, timeliness, relevance and completeness.

## 9.2. Accuracy Disputes

9.2.1. Should the validity of the information disclosed, be disputed by the issuing police force, Local Authority or ACRO, parties will make contact to determine a suitable method to resolve the dispute.

## 9.3. Turnaround

9.3.1. This Agreement requires that ACRO process FPNs in line with the relevant legislation.

## 9.4. Quality Assurance and Control

9.4.1. ACRO employ strict quality control procedures and staff undertaking this work are all appropriately trained.

# 10. Complaints and Breaches

## 10.1. Complaints

10.1.1. Complaints from data subjects, or their representatives, regarding information held by any of the parties to this agreement will be investigated first by the organisation receiving the complaint. Each data controller will consult with other parties where appropriate.

## 10.2. Breaches

10.2.1. Each party shall comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects under Articles 33 and 34 of the GDPR and shall inform the other party of any Personal Data Breach irrespective of whether there is any requirement to notify any Supervisory Authority or data subject(s).

10.2.2. The parties agree to provide reasonable assistance as is necessary to each other to facilitate handling of any Personal Data Breach in any expeditious and compliant manner.

10.2.3. In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

10.2.4. The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

10.2.5. All security incidents and breaches involving police data shared under this agreement must be reported immediately to the SPOCs designated in this agreement.

# 11. Information Rights

## 11.1. Freedom of Information Act 2000

11.1.1. Where a party to this agreement is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) all parties shall assist and co-operate with the other to enable the other party to comply with its obligations under FOIA and the EIR. This is in line with the requirements laid out in the Lord Chancellor's Code of Practice issued under s45 of FOIA.

11.1.2. Where a party receives a request for information in relation to information which it received from another partner, it shall (and shall procure that its sub-contractors shall):

- Contact the other party within two working days after receipt and in any event within two working days of receiving a Request for Information;
- The originating authority will provide all necessary assistance as reasonably requested by the party to enable the other party to respond to a request for Information within the time for compliance set out in s10 of the FOIA or Regulation 5 of the EIR.

11.1.3. On receipt of a request made under the provisions of the FOIA in respect of information provided by or relating to the information provided by ACRO, the police force or Local Authority 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

11.1.4. The decision as to whether to disclose the information remains with the relevant police force or Local Authority, but will be made with reference to any proposals made by the NPCC.

## 11.2. Data Subject Information Rights

11.2.1. For the purpose of any party to this agreement handling information rights under Chapter III of both the DPA 2018 and GDPR, it is necessary to ensure that the parties do not cause prejudice to the lawful activity of the other, by releasing personal data disclosed by one party to the other, or indicating by the method or content of their response that such data exists. The parties agree that consultation between the parties is necessary to identify relevant prejudice and ensure it is both substantial and proportionate to the exemption, which is to be applied.

11.2.2. A relevant request requiring consultation includes those requests exercised under the rights to access, erasure, rectification, restriction or objection, which requires consideration of data, provide to one party by the other.

11.2.3. Consultation will occur without undue delay and no later than 72 hours after identification of the relevant request.

11.2.4. Where the police force or Local Authority receives a relevant request, the representative is to contact the ACRO Data Protection Officer at: dataprotectionofficer@acro.pnn.police.uk to ascertain whether ACRO wishes to propose to the police force or Local Authority that they apply any relevant exemptions when responding to the applicant.

11.2.5. Where ACRO receives a relevant request, the ACRO Data Protection Officer is to contact the police force or Local Authority representatives to ascertain whether they wish to propose to ACRO that they apply any relevant exemptions prior to responding to the applicant.

11.2.6. Both parties will otherwise handle such requests in accordance with the Data Protection Legislation.

### 11.3. Fair processing and privacy notices

11.3.1. Each partner will take all reasonable steps to comply with the obligation to notify the data subject of the processing activity, unless an exemption applies.

11.3.2. ACRO will maintain a general notice, describing the mandatory privacy information at Articles 13 and 14 of GDPR and s44(1) and (2) DPA 2018. ACRO will not contact the data subjects directly with this privacy information on the basis that the issuing police force or Local Authority is the controller and has already taken steps to inform the individual, or has exercised an appropriate exemption to article 13 or 14, or exercised an exemption at s44(4) DPA 2018.

# 12. Reuse of Personal Data Disclosed under this Agreement

**12.** Personal data shall be collected for the specified, explicit and legitimate purposes stated in this document and cannot be further processed in a manner that is incompatible with those purposes without the written consent of the data subject that provided the information in the first instance, unless required to by law.

# 13. Roles and responsibilities

## 13.1. Single point of contact

13.1.1. ACRO have a designated team that will provide the administrative process for the issuing of FPNs on behalf of police forces. This team will be the Single Point of Contact (SPOC);

- ACRO FPN designated department - National Disclosure Unit
  ACRO FPN designated leader - ****
  Email: ****@acro.pnn.police.uk

13.1.2. Police forces and local authorities will either have a central department that manage their FPN process or submissions will be received individually from officers.

13.1.3. ACRO, police forces and local authorities will work together to jointly solve problems relating to the sharing of information under this Agreement and act as point of first contact in the event of a suspected breach by either party.

13.1.4. 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.

13.1.5. ACRO will identify a SPOC in each Local Authority for the purpose of making payment.

## 13.2. Escalation

13.2.1. 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 Development Team Deputy Manager
  Email: ****@acro.pnn.police.uk

13.2.2. ACRO, the police force and Local Authority 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.

# 14. Charges

### 14.1. Price and Rates

14.1.1. ACRO will collect payment of the FPN from the recipients of the notice, collate and forward the funds onto the relevant Local Authority in accordance with where the offence took place. The rate of the FPN is stipulated in the regulation under which the FPN is issued.

14.1.2. Payment will be made into the nominated Local Authority bank account.

# 15. Review

### 15.1. Frequency

15.1.1. Under s88 of the Coronavirus Act 2020, a relevant national authority may by regulations suspend the operation of any provision of the Act. This agreement is therefore valid until the Home Secretary or Secretary of State for Health and Social Care suspends operation of all provisions under the act and regulations.

# 16. Warranties and Indemnities

### 16.1. Warranties

16.1.1. Each party warrants and undertakes that it will:

- Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations;
- In particular, use all reasonable efforts to ensure the accuracy of any Personal Data shared;
- Publish or otherwise make available on request a copy of this, unless the Clause contains confidentiality information;
- Respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Supervisory Authority in relation to the Shared Personal Data;
- Respond to Subject Access Requests in accordance with the Data Protection Legislation;
- Where applicable, pay their own appropriate fees with all relevant Supervisory Authorities to process all Shared Personal Data for the Agreed Purpose; and
- Take all appropriate steps to ensure compliance with the security measures set out in Clause 8.2.2 above.

### 16.2. Indemnity

16.2.1. The parties undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as

a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under Clause 16.3.2.

16.2.2. Indemnification hereunder is contingent upon:

- The party to be indemnified (the indemnified party) promptly notifying the other party (the indemnifying party) of a claim,
- The indemnifying party having sole control of the defence and settlement of any such claim, and
- The indemnified party providing reasonable co-operation and assistance to the indemnifying party in defence of such claim.

### 16.3. Limitation of liability

16.3.1. Neither party excludes or limits liability to the other party for:

- Fraud or fraudulent misrepresentation;
- Death or personal injury caused by negligence;
- A breach of any obligations implied by s12 of the Sale of Goods Act 1979 or s2 of the Supply of Goods and Services Act 1982; or
- Any matter for which it would be unlawful for the parties to exclude liability.

16.3.2. Subject to clause 16.3.1,neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- Any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- Loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- Any loss or liability (whether direct or indirect) under or in relation to any contract.

16.3.3. Clause 16.3.2 shall not prevent claims, for:

- Direct financial loss that are not excluded under any of the categories set out in clause 16.3.2(a); or
- Tangible property or physical damage.

## 17. Variation

17.1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 18. Waiver

18.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 19. Severance

19.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

19.2. If any provision or part-provision of this Agreement is deemed deleted under clause 19.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 20. Changes to the applicable law

20.1. If during the Term the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that the SPOCs will negotiate in good faith to review the Agreement in the light of the new legislation.

## 21. No partnership or agency

21.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 22. Rights and remedies

22.1. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 23. Notice

23.1. Any notice given to a party under or in connection with this Agreement shall be in writing, addressed to the SPOC and shall be:

- Delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business; or
- Sent by email to the SPOC.

23.2. Any notice shall be deemed to have been received:

- If delivered by hand, on signature of a delivery receipt; and
- If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; and
- If sent by fax or email, at the time of transmission, or if this time falls outside **business hours** in the place of receipt, when business hours resume.

23.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution In.

## 24. Governing law and Jurisdiction

24.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales, and subject to the jurisdiction of the courts of England and Wales.

# 25. Signature

## 25.1. Undertaking

- 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.

- Signatories must ensure compliance with all relevant legislation.

| | |
|---|---|
| Signed on behalf of ACRO | Signed on behalf of NPCC |
| Position Held: Chief Executive | Position Held: Chair |
| Date: 28.01.2021 | Date: 31.01.2021 |

# Appendix A - Local Authorities - England

The Coronavirus Act 2020 Part 1, s78 entitled Local Authority Meetings defines the LA's in sub section (7) England as follows;

(7)In this section "Local Authority", in relation to England, means—

(a)a county council;

(b)a district council;

(c)a London borough council;

(d)the Common Council of the City of London;

(e)the Greater London Authority;

(f)the Council of the Isles of Scilly;

(g)a parish council;

(h)a joint board continued in being by virtue of s263(1) of the Local Government Act 1972;

(i)a port health authority constituted under s2 of the Public Health (Control of Disease) Act 1984;

(j)an authority established under s10 of the Local Government Act 1985;

(k)a joint authority established under Part 4 of the Local Government Act 1985;

(l)a joint committee constituted to be a local planning authority under s29 of the Planning and Compulsory Purchase Act 2004;

(m)a combined authority established under s103 of the Local Democracy, Economic Development and Construction Act 2009;

(n)a fire and rescue authority constituted by a scheme under s2 of the Fire and Rescue Services Act 2004 or a scheme to which s4 of that Act applies, or created by an order under s4A of that Act;

(o)a National Park authority established under s63 of the Environment Act 1995;

(p)the Broads Authority established by s1 of the Norfolk and Suffolk Broads Act 1988;

(q)a conservation board established under s86 of the Countryside and Rights of Way Act 2000;

(r)an appeal panel constituted under the School Admissions (Appeals Arrangements) (England) Regulations 2012 (S.I. 2012/9).

# Appendix B – Coronavirus Legislation

*Please note that as new Regulations come in ACRO will assess whether changes are required to the appropriate policy documents. A full list of Coronavirus Regulations can be found at;*

https://www.legislation.gov.uk/coronavirus

**Primary Legislation**
Coronavirus Act 2020
Public Health (Control of Disease) Act 1984