

OFFICIAL

ACRO

Criminal Records Office

Information Sharing Agreement

Between

National Police Chiefs' Council
ACRO Criminal Records Office

And

The Office for National Statistics



ACRO Criminal Records Office



ACRO Criminal Records Office

enquiries@acro.pnn.police.uk | acro.police.uk

A decorative footer graphic consisting of a horizontal row of six overlapping, trapezoidal shapes in various colors: red, blue, purple, orange, green, and teal.

Summary Sheet

Freedom of Information Act Publication Scheme	
Security Classification (GSC)	OFFICIAL
Publication Scheme Y/N	Yes
Title	A purpose specific Information Sharing Agreement between ACRO Criminal Records Office (ACRO), acting on behalf of UK police forces that are subject to the ACRO collaboration agreement, and the Office for National Statistics (ONS).
Version	1.0
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 UK police forces that are subject to the ACRO collaboration agreement, to provide ONS with access to relevant information held on the Police National Computer (PNC), specifically convictions, cautions, reprimands and final warnings for the investigation and prosecution of offences committed in connection with non-compliance of the 2021 Census. The Crown Prosecution Service (CPS) act as the Prosecuting Agent for the ONS.
Author	***
Renewal date	N/A – for 2021 Census only
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Version control

Version No.	Date	Amendments Made	Authorisation
0.1	28/10/2021	Initial draft	***
1.0	04/11/2021	Finalised	***

1. Partners to the Agreement

1.1. ACRO Criminal Records Office

PO Box 481
Fareham
PO14 9FS

1.2. Office for National Statistics (ONS)

Segensworth Road
Titchfield
Fareham
Hampshire
PO15 5RR

ICO Registration Number Z1404686

2. Powers

2.1. Office for National Statistics Legal Basis

2.1.1. 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 threats to public safety.

2.1.2. The ONS is not listed in Schedule 7 of the DPA 2018 but is a Competent Authority with a statutory function for law enforcement purposes (Section 30(1)(b) DPA 2018) pursuant to:

- s1 and s32 of the Statistics and Registration Act 2007;
- s2(1),(2),(2A) and 8 of the Census Act 1920
- s5 of the Census (England and Wales) Order 2020
- Regulations 6, 13 and 16 of the Census (England) Regulations 2020
- Regulations 6, 13 and 16 of the Census (Wales) Regulations 2020

2.1.3. Processing of personal data for any of the law enforcement purposes is lawful in that the processing is necessary for the performance of a task.

2.1.4. Processing is necessary for a law enforcement and the following conditions apply (Section 35(3-5) and Schedule 8 (conditions for sensitive processing) of the DPA 2018):

- Statutory etc. purposes

2.2. ACRO Legal Basis

2.2.1. 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 section 22a of the Police Act 1996 as Competent Authorities.

2.2.2. 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 authority to act on behalf of the chief constables to provide PNC enquiry, update and disclosure services to non-police agencies and non-police prosecuting agencies.

2.2.3. ACRO is a competent authority, by virtue of the s22a agreement, processing data for a law enforcement purpose.

2.2.4. Under the first data protection principle, processing of personal data for any of the law enforcement purposes is lawful only if and to the extent that it is based on law. Under section 35 (2) of the DPA 2018 the following applies:

- The processing is necessary for the performance of a task

2.2.5. Under section 35 (3-5) and schedule 8 of the DPA, ACRO meets the conditions for sensitive processing as follows:

- Administration of Justice

3. Process

3.1. PNC Searches

3.1.1. Requests for a PNC search are to be made by the ONS on a 'Names Enquiry' form which will be supplied by ACRO separately.

3.1.2. The following Personal Data is to be provided in support of each request (where known):

- First name
- Any middle names
- Surname /family name
- Date of Birth (dd/mm/yyyy)
- Any alias details (names, DoB)
- Place of birth (where known)
- Address
- NPA case reference

3.1.3. In the event that no 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 ONS. 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.

3.2. Names Enquiry Forms

3.2.1. Completed 'Names Enquiry' forms are to be sent via secure email to the following email address: ***@acro.pnn.police.uk

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

3.3. Response to a PNC Names Enquiry Search

3.3.1. In response to a formal application, ACRO will provide a Prosecutor and Court Multiple Print to the ONS 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).

3.3.2. 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 ONS.

3.3.3. If the ONS 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: ***@acro.pnn.police.uk

3.3.4. The ONS will need to liaise directly with forces to obtain further explanation of 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.

3.4. Retention and disposal

3.4.1. 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.

3.5. Turnaround

3.5.1. This Agreement requires a seven working day turnaround (not including day of receipt or response) on all cases submitted to ACRO except where ACRO requires further information from the ONS to make a positive match. In these circumstances, ACRO will process the enquiry when the required information has been supplied by the ONS.

3.6. Price and Rates

3.6.1. The ONS shall pay ACRO for the provision of services set out in this Agreement and in line with the "Letter of Charges" provided to ONS separately and are reviewed annually.

3.7. Invoices

3.7.1. Invoices shall contain the following information:

- Purchase Order Number

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- The Agreement Reference Number
- The period the service charge refers to
- All applicable service charges
- The name and address of both Parties (ACRO and ONS)

3.7.2. The Purchase Order Number is to be provided by the ONS for the appropriate financial year to ensure payment of invoices can be made. If a Purchase Order Number is not in hand prior to receiving enquiries ACRO reserves the right to suspend the processing of services covered under this Agreement until one has been provided.

3.7.3. The ONS shall pay all monies owed to ACRO within a period of 30 days from receipt of the original invoice unless the amount shown on the invoice is disputed by the ONS.

3.7.4. If the ONS is in default of this condition, ACRO reserves the right to withdraw the service by advising in writing.

3.8. Transmission

3.8.1. With the exception of telephone requests in cases of emergency, contact between ACRO and the ONS should only be made over a secure communication network CJSM or Egress on the part of the ONS and an equivalent method on the part of ACRO, and care must be taken where personal information is shared or discussed.

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

3.8.3. The ONS reference number must be included in the subject field of every email sent to ACRO.

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

3.9. Retention and disposal

3.9.1. 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.

3.10. Breaches

3.10.1. 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).

3.11. Data Subject Rights

3.11.1 Both parties to the agreement will ensure that they comply with subject rights requests under data protection legislation and the Freedom of Information Act 2000.

4. Signature

4.1. Undertaking

4.1.1. 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.

4.1.2. Signatories must ensure compliance with all relevant legislation.

Signed on behalf of ACRO	Signed on behalf of ONS
Position Held: Chief Executive	Position Held: Senior Legal and Policy Officer, UK Statistics Authority
Date: 04/11/2021	Date: 04/11/2021