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# ACRO

Criminal Records Office

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## Information Sharing Agreement

Between

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

And

**Civil Aviation Authority (CAA)**

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ACRO Criminal Records Office



## Summary Sheet

<b>Freedom of Information Act Publication Scheme</b>	
<b>Security Classification (GSC)</b>	OFFICIAL
<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 Civil Aviation Authority (CAA).
<b>Version</b>	1.2
<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 Civil Aviation Authority (CAA) 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 CAA for recordable and non-recordable offences and regulatory purposes in instances required by the CAA for recordable and non-recordable offences.</p> <p>In addition, this Agreement allows for the recording of details of individuals prosecuted by the CAA under the Civil Aviation Act 1982, and other recordable offences where the CAA act as the Prosecuting Agent on to the PNC for the purposes of investigations into offences committed in connection with Civil Aviation Act 1982, Air Navigation Order 2016, EU Aviation Regulations, ATOL Regulations and Dangerous Goods Regulations.</p>
<b>Author</b>	Records Management Supervisor
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## Version Record

<b>Version No.</b>	<b>Date</b>	<b>Amendments Made</b>	<b>Authorisation</b>
1.0	14/02/2019	<i>Annual renewal, numerous amendments due to changes in process, GDPR and DPA 2018</i>	AMB, ACRO
1.1	10/04/2019	General Amendments to body of text	AMB, ACRO
1.2	22/05/2019	General Amendments to body of text	AMB, ACRO

## 1. Partners to the Agreement

### 1.1. ACRO Criminal Records Office

PO Box 481  
Fareham  
PO14 9FS

### 1.2. Civil Aviation Authority (CAA)

CAA House  
45-49 Kingsway  
London  
WC2B 6TE

## 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 CAA with access to relevant information held on the Police National Computer (PNC), specifically convictions, adult cautions, youth cautions, reprimands and final warnings for enforcement purposes in relation to prosecutions brought by CAA for recordable offences (and non-recordable offences where they are recorded on PNC) and regulatory purposes in instances required by the CAA for recordable offences (and non-recordable offences where they are recorded on PNC).

2.1.2. This Agreement also formalises the arrangements for ACRO to record criminal offences of individuals prosecuted by the CAA under Civil Aviation Act 1982, Air Navigation Order 2016, EU Aviation Regulations, ATOL Regulations and Dangerous Goods Regulations and other recordable offences where the CAA 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>.

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

- Information is shared in a secure, confidential manner with designated points of contact
- Information is shared only on a 'need to know' basis
- There are clear procedures to be followed with regard to information sharing
- Information will only be used for the reason(s) it has been obtained
- Data quality is maintained and errors are rectified without undue delay
- Lawful and necessary reuse does not compromise either party, and
- Subject information rights are observed without undue prejudice to the lawful purpose of either party

### 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. *CAA are a public corporation, established by Parliament in 1972 as an independent specialist aviation regulator.*

2.2.4. *As the UK's specialist aviation regulator the CAA work so that:*

- *the aviation industry meets the highest safety standards,*

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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.

- *consumers have choice, value for money, are protected and treated fairly when they fly,*
- *through efficient use of airspace, the environment impact of aviation on local communities is effectively managed and CO2 emissions are reduced,*
- *the aviation industry manages security risks effectively.*

### 3. Powers

#### 3.1. CAA Legal Basis

3.1.1. The CAA carries out regulatory activity outside of the law enforcement purpose in relation to Civil Aviation Act 1982.

3.1.2. CAA carries out regulatory functions which requires access to criminal conviction information for consideration against the Fitness Policy Code of Practice and as a precursor for prosecution and as a risk assessment for investigations. Ordinarily, the processing to establish whether a matter is civil or criminal will be varied our under law enforcement processing (see 3.1.8-10) until the matter is determined not to be criminal. Having obtained data for the law enforcement purpose, CAA will ensure that any subsequent processing is compatible with article 10.

3.1.3. Article 10 of the General Data Processing Regulations (GDPR) requires that processing of personal data relating to criminal convictions and offences or related security measures based on Article 6(1) (GDPR) shall be carried out only:

- Under the control of official authority or,
- When the processing is authorised by law providing for appropriate safeguards for the rights and freedoms of data subjects.

3.1.4. CAA's authority under law is agreed as a clear and foreseeable application of the statutory function described above.

3.1.5. The processing of these data meets a condition of Article 6(1) of GDPR. Conditions under 6(1)(e) are further described at section 8 of the Data Protection Act (DPA) 2018. The condition(s) met is:

- Performance of a public task in the public interest, or by official authority:
  - The administration of justice,

3.1.6. The processing of special category data meets a condition of Article 9. Article 9(2)(b),(g),(h),(i) and (j) are met by conditions in schedule 1 parts 1 and 2 of DPA 2018. Article 10 is also met if a condition in schedule 1 is met. These schedule conditions are applied to GDPR by section 10 of the DPA 2018. The conditions used for this agreement are:

Schedule 1 Part 2: Article 9(2)(g), Article 10

- 10. Preventing/detecting unlawful acts
- 12. Regulatory activity re: unlawful acts, dishonesty

3.1.7. The CAA was established under Civil Aviation Act 1982 as amended by Civil Aviation Act 2016. The function of the CAA is to investigate and/or prosecute offences under the Civil Aviation Act 1982, Air Navigation Order 2016, EU Aviation Regulations, ATOL Regulations and Dangerous Goods Regulations. It is a competent authority for the purposes of law enforcement processing to the extent of these powers.

3.1.8. 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 prevention of threats to public safety.

3.1.9. The CAA investigations and prosecutions activities are concerned offences within the following legislation:

- Civil Aviation Act 1982 as amended by Civil Aviation Act 2016
- Air Navigation Order 2016
- EU Aviation Regulations
- ATOL regulations
- Dangerous Goods Regulations

3.1.10. The CAA is permitted to process special category personal data for preventing or detecting unlawful acts when strictly necessary to meet the purpose and when the processing conditions of schedule 8 of the DPA 2018 are met. The condition(s) used for this agreement is:

- A function conferred by under any rule of law, necessary in the substantial public interest

## **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. Schedule 7 paragraph 17 of the DPA 2018 establishes bodies created under section 22A of the Police Act 1996 as Competent Authorities.

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 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.

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.

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

3.3.1. This agreement outlines the need for the Police and Partners to work together to share information in line with the Policing Purpose as set out in the Management of Police Information Code of Practice. In line with section 39A 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 offenders to justice;
- Any duty or responsibility of the police arising from common or statute law.

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

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

3.4.2. Interference with this right may be justified where lawful and necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others. Lawful intrusion by the police service requires proportionate use of personal data for any of the policing purposes.

### **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 only by:

- consent
- a legal duty
- a public interest 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 CAA, will create an Arrest Summons Number (ASN) on the PNC in relation to the impending prosecution and will conduct PNC searches and provide a PNC print to meet the information needs of CAA.

4.1.2. The PNC data will comprise of:

- A Disclosure PNC print. The personal data disclosed under this print includes (if available): name, date of birth, birth place, sex (not colour), address, occupation, aliases (including DVLA name) and alias date of births. The home address that is printed in the ID part of the print is decided by the following rules:
  - If there is more than one home address on the record, the most recent address is used,
  - If there is no home address present, the most recent 'no fixed abode' address type will be used,
  - If neither of the above address types are present, the most recent 'Other' address is printed.
- A Prosecutors PNC print. The personal data disclosed under this print includes (if available): name, date of birth, birth place, address, driver number, aliases (including DVLA name) and alias date of births. The home address that is printed in the ID part of the print is decided by the following rules:
  - If there is more than one home address on the record, the most recent address is used,
  - If there is no home address present, the most recent 'no fixed abode' address type will be used,
  - If neither of the above address types are present, the most recent 'Other' address is printed.
- A Court/Defence/Probation PNC print. The personal data disclosed under this print includes (if available): name, date of birth, birth place, address, driver number, aliases (including DVLA name) and alias date of births. The home address that is printed in the ID part of the print is decided by the following rules:
  - If there is more than one home address on the record, the most recent address is used,
  - If there is no home address present, the most recent 'no fixed abode' address type will be used,
  - If neither of the above address types are present, the most recent 'Other' address is printed.

4.1.3. If relevant, ACRO shall provide to CAA for onward provision to the court a PNC Prosecutor's Multi Print showing the subject's previous convictions, warnings and reprimands, if any exist. Information regarding. This information shall only be provided as part of the ASN creation process in relation to a current prosecution.

4.1.4. 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 CAA. This response will also indicate that in the absence of

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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.

4.1.5. The CAA caseworker will review all referred information and may ask for additional information to aid decision making.

4.1.6. 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 CAA.

### 4.2. PNC Searches

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

4.2.2. The following personal data<sup>2</sup> is to be provided in support of each request:

- 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
- CAA case reference

### 4.3. Additional Information Requirements

4.3.1. Other personal data which the CAA 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.

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 CAA normal administrative procedures.

4.3.3. If required, ACRO will seek additional information from the CAA to verify the identity of the subject of the request via the following secure CAA 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 CAA.

4.3.5. Where appropriate, the CAA will make contact with the subject of the enquiry to seek the additional information required by ACRO.

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<sup>2</sup> Personal data is defined by Data Protection Legislation as information that relates to an identified or identifiable individual.

## 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 CAA 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 CAA 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 CAA 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 CAA. The content of each type of print is defined in the list of PNC Printer Transactions which will be supplied by ACRO separately.

6.1.3. If the CAA 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 CAA 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 CAA 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 CAA 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 CAA is incomplete or inaccurate.
- 7.1.4. As part of the record creation service provided by ACRO, the CAA 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 which will be supplied by ACRO separately.
- 7.1.5. Covering emails from ACRO under which the PNC prints will be returned to the CAA will state that in the absence of fingerprints the subject's identity cannot be verified.
- 7.1.6. When a prosecution by the CAA 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 CAA is to advise ACRO of any adjournments or disposal handed down by the court using the form which will be supplied by ACRO separately.
- 7.1.7. If, once a PNC record has been created by ACRO and an ASN issued to the CAA, 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 CAA will inform ACRO as soon as reasonably practical in order that the PNC record can be updated.

## 8. International Requests

### 8.1. Process

- 8.1.1. If the subject of an impending criminal prosecution to be conducted by CAA is a foreign national, a request may be made via the International Services team 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. CAA shall act as representatives of the Judicial Authority in this process.
- 8.1.3. ACRO can submit requests to EU and Non-EU countries for criminal conviction information. The process of this is detailed in sections 8.2-8.4. Particular attention should be paid to section 8.3, and the instances ACRO will be able to accept requests under once the UK leave the European Union.
- 8.1.4. Requests should be made using the International Request form which will be supplied by ACRO separately; and sent, one request per email, from the nominated CAA 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 as per the instances set out in section 8.2-8.4.
- 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 CAA 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 information, including any necessary translation, to the nominated CAA 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 CAA 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. Exchange of Criminal Records within the EU – Under EU Framework Decision 2009/315/JHA

- 8.2.1. If the subject is an EU national, then ACRO shall deal with the request under Council Framework Decision 2009/315/JHA.
- 8.2.2. There is a mandated response response time of 10 working days for the requested country to respond.

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.

8.2.4. Requests made outside of criminal proceedings may not be responded to, and are subject to legislation and processes in the requesting country. Guidance on which countries will respond to requests outside of criminal proceedings will be provided to the CAA by ACRO.

### **8.3. Exchange of Criminal Records within the EU – Post Brexit**

8.3.1. Once the UK ceases to be a member of the EU, the UK's ability to exchange criminal conviction information under Council Framework Decision 2009/315/JHA will also conclude. The exact arrangement of how long the UK are able to exchange under this legislation are dependent on the outcome of the Ministerial vote of the Brexit deal.

8.3.2. If the UK leave the EU with a Brexit deal, then ACRO will be able to process all requests for criminal conviction information under Framework Decision 2009/315/JHA until the end of the transition period as per section 8.2.

8.3.3. If the UK leave without a Brexit deal, then ACRO will only be able to process requests for criminal conviction information under Framework Decision 2009/315/JHA until the date the UK leaves the EU.

8.3.4. Once the UK are no longer able to exchange criminal conviction information under Framework Decision 2009/315/JHA, exchange protocols with EU countries will revert to the 1959 Convention for Mutual Assistance in Criminal Matters.

8.3.5. Submission of requests to ACRO are expected to stay the same under the 1959 Convention, however there is no obligation for a country to respond under this legislation and no timescales for responses are set.

8.3.6. Requests made outside of criminal proceedings for EU countries are not covered under the 1959 Convention and therefore ACRO will be unable to process these.

### **8.4. Exchange of Criminal Records with Non-EU Countries**

8.4.1. If the subject is a non-EU national, a request shall be submitted through Interpol to the destination country.

8.4.2. Under Interpol protocols, countries are not mandated to respond to requests for criminal conviction information. Therefore ACRO are unable to provide a turnaround time for responses.

8.4.3. 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.

## **8.5. Specific Data Handling**

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

## 9. Information Security

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

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

- Any specific limitations on dissemination, circulation or intended audience
- Any exception to consult should reuse be anticipated
- Additional secure handling and disposal requirements

### 9.2. Security Standards

9.2.1. 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:

- Information Security Policy
- Records Management Policy
- Data Protection Policy

9.2.2. Each partner will implement and maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage.

9.2.3. 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.

### 9.3. Volumes

9.3.1. It is estimated that for the year 2019-20, the CAA will request c6 PNC checks, c5 PNC records to be created and c2 international requests.

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

9.3.3. ACRO will audit requests against the lawful basis and these volumes to ensure that personal data is not being disclosed contrary to the lawful basis and that the agreement is fit to meet any increase in lawful demand.

### 9.4. Transmission

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

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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 CAA 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. Retention and disposal**

9.5.1. 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.

## **10. Information Management**

### **10.1. Accuracy of Personal Data**

10.1.1. 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.

10.1.2. 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 of the correction, unless a compelling reason for not doing so exists.

10.1.3. 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.

### **10.2. Accuracy Disputes**

10.2.1. Should the validity of the information disclosed be disputed by the CAA or a third party, the CAA will contact ACRO to determine a suitable method to resolve the dispute.

### **10.3. Turnaround**

10.3.1. This Agreement requires a 7 working day turnaround on all cases submitted to ACRO except international requests – see section 8 and where ACRO requires further information from the CAA to make a positive match. In these circumstances, ACRO will process the enquiry when the required information has been supplied by the CAA.

10.3.2. Responses to requests for additional information must be made by the CAA within 10 working days. If ACRO do not receive the information, the request will be closed.

10.3.3. 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.

10.3.4. An exception to the 7 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.

10.3.5. In some circumstances the CAA may require information urgently, for example, due to ongoing court proceedings. In these circumstances ACRO will endeavour to complete the check more quickly as agreed with the CAA. Such requests will be treated as an exception, and will be considered on a case by case basis.

10.3.6. ACRO will complete/update a record on the PNC within 3-5 working days of the receipt of a completed NPA form from the CAA in respect of every person for whom a PNC record is to be created.

## **10.4. Quality Assurance and Control**

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

10.4.2. On a monthly basis ACRO can, if required, provide regular management information to the CAA 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

## **11. Complaints and Breaches**

### **11.1. Complaints**

11.1.1. 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 the other parties where appropriate.

### **11.2. Breaches**

11.2.1. Should information shared under this agreement be disclosed outside of this agreement, lost or stolen, then it will be the responsibility of the respective data controller to report this immediately and to follow their security incident reporting procedures.

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

## 12. Information Rights

### 12.1. Freedom of Information Act 2000

12.1.1. 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 section 45 of FOIA.

12.1.2. Where a party receives a request for information in relation to the information which it received from another party, 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 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 Section 10 of the FOIA or Regulation 5 of the EIR.

12.1.3. 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 CAA 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)

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

### 12.2. Data Subject Information Rights

12.2.1. For the purpose of either party handling information rights under Chapter III of both the DPA 2018 and GDPR, it is necessary to ensure neither party causes prejudice to the unlawful activity of the other by releasing personal data disclosed by one party to the other, or indication 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.

12.2.2. 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.

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

12.2.4. Where the CAA receives a relevant request, the CAA representative is contact the ACRO Data Protection Officer at: [dataprotectionofficer@acro.pnn.police.uk](mailto:dataprotectionofficer@acro.pnn.police.uk) to ascertain whether ACRO wishes to propose to the CAA that they apply any relevant exemptions when responding to the applicant.

12.2.5. Where ACRO receives a relevant request, the NPCC Data Protection Officer is to contact the CAA representatives to ascertain whether the CAA wishes to propose to ACRO that they apply any relevant exemptions prior to responding to the applicant.

12.2.6. Both parties will otherwise handle such requests in accordance with the DPA 2018 and GDPR.

### **12.3. Fair processing and privacy notices**

12.3.1. 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.

12.3.2. 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 CAA 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.

12.3.3. CAA will take all reasonable steps to inform the data subject that checks will be conducted through ACRO, except where doing so would prejudice the purpose of the check in a way which would allow use of an exemption to this obligation. Where CAA does not provide this information to the data subject, ACRO agrees to rely upon the correct use of an exemption by CAA and will not contact the data subject to avoid the same prejudice.

## **13. Reuse of Personal Data Disclosed under this Agreement**

13.1. 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 party that provided the information in the first instance, unless required to by law.

## 14. Roles and Responsibilities

### 14.1. Disputes

14.1.1. ACRO and the CAA will designate Single Points of Contact (SPOC) who will work together to jointly solve problems relating to the sharing of information under this Agreement and act as point of contact in the event of a suspected breach by either party.

- ACRO (UK PNC enquiries and updates):  
ACRO Head of Section  
\*\*\*\*
- CAA:  
Investigations and Enforcement Manager: \*\*\*\*  
\*\*\*\*
- CAA:  
Legal Adviser and IET Team Leader: \*\*\*\*  
\*\*\*\*

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

14.1.3. 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.

### 14.2. Escalation

14.2.1. 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:  
Information Management: Records Management Supervisor  
\*\*\*\*
- CAA:  
Investigations and Enforcement Manager: \*\*\*\*  
\*\*\*\*

14.2.2. Both ACRO and the CAA 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.

## 15. Charges

### 15.1. Price and Rates

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

## 16. Review

### 16.1. Frequency

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

## 17. Signature

### 17.1. Undertaking

17.1.1. 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.

17.1.2. Signatories must ensure compliance will all relevant legislation.

Signed on behalf of ACRO	Signed on behalf of CAA
Position Held: Head of ACRO	Position Held: General Counsel and Secretary
Date: 22/05/2019	Date: 21/05/2019