

Norfolk Community Safety Partnership Information Sharing Agreement

1	Introduction
1.1	The Norfolk Community Safety Partnership aims to create safer communities through the reduction of crime and the promotion of safety. This will be achieved by utilising an evidence based led and outcome orientated practice.
1.2	The purpose of this agreement, hereafter referred to as the CSP Protocol, is to facilitate the exchange of information pursuant to the power contained in Section 115 of the Crime and Disorder Act 1998 and the Crime and Disorder (Prescribed Information) Regulations 2007. Where certain conditions are satisfied, Section 115 enables any person to disclose information for the purposes of any provision of the Crime and Disorder Act 1998 to a relevant authority or to a person acting on behalf of such an authority. The Government has strengthened S.115 to place a duty on responsible authorities to share depersonalised data, which are relevant for community safety purposes (S.17A).
1.3	The CSP Protocol provides specifically for information sharing for the purposes relating to the formulation and implementation of a strategy for the reduction of crime and disorder in Norfolk, as required under Sections 5-7 of the Crime and Disorder Act. By setting out the principles and baseline measures for the exchange of information, it will also provide the basis for further protocols relating to specific crime and disorder reduction schemes.
1.4	The CSP Protocol also provides for information sharing for the purposes relating to the formulation and implementation of a strategy for the reduction of serious violence in Norfolk as required under sections 8-23 of the Police, Crime, Sentencing and Courts Act 2022. By setting out the principles and minimum measures for the exchange of information, it will also provide the basis for further protocols relating to specific serious violence reduction schemes.
1.5	In addition the Serious Violence Duty Strategic needs assessment guidance May 21 1.3 and section 6 Sets out the conditions for responsible authorities to collaborate and communicate regularly, share information and take effective coordinated action in their local areas. All organisations and agencies subject to the duty will be accountable for their activity and cooperation with each other.
1.6	The CSP Protocol aims to clarify the understanding between each party of their responsibilities and duties towards each other. In signing the CSP Protocol we are fully aware of the principles surrounding information

	exchange and will comply with all legal requirements and procedures set out in this document.																				
1.7	This Information Sharing Agreement (ISA) facilitates the lawful, safe and secure sharing of information in accordance with the UK General Data Protection Regulation (UKGDPR), Data Protection Act 2018 (the DPA), the Freedom of Information Act 2000 (the FOIA) and the Human Rights Act 1998.																				
1.8	For the purposes of this Agreement, the parties to the agreement listed below shall own their data and act as Data Controller(s).																				
1.9	The parties to this ISA are the parties set out in paragraph 2 below (the Parties).																				
1.10	Cooperating bodies under the Act may be asked to share information. In addition, various other bodies are invited participants under the Act and may be asked to share data for crime and disorder purposes. Wider partners may also be required to share information in specific circumstances. These partners and bodies are listed at appendix A.																				
1.11	This ISA sets out the roles and responsibilities of the Parties in relation to the information that is to be shared.																				
2	Parties to the Agreement																				
2.1	The Parties are: See also Appendix A																				
	<table><tr><th>Organisation</th><th>Address</th><th>Contact Name and Details</th><th>Category</th></tr><tr><td>Norfolk County Council Adult Social Care</td><td>County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH</td><td>Ian Wake Executive Director of Adult Social Services</td><td>Responsible Authority</td></tr><tr><td>Norfolk County Council Children's Services</td><td>County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH</td><td>Sara Tough Executive Director Children Services</td><td>Responsible Authority</td></tr><tr><td>Norfolk County Council</td><td>County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH</td><td>Tom McCabe Chief Executive NCC</td><td>Responsible Authority</td></tr><tr><td>Norfolk Constabulary</td><td>Jubilee House Falconers Chase</td><td>Deputy Chief Constable Simon Megicks</td><td>Responsible Authority</td></tr></table>	Organisation	Address	Contact Name and Details	Category	Norfolk County Council Adult Social Care	County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH	Ian Wake Executive Director of Adult Social Services	Responsible Authority	Norfolk County Council Children's Services	County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH	Sara Tough Executive Director Children Services	Responsible Authority	Norfolk County Council	County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH	Tom McCabe Chief Executive NCC	Responsible Authority	Norfolk Constabulary	Jubilee House Falconers Chase	Deputy Chief Constable Simon Megicks	Responsible Authority
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		Wymondham NR18 0WW		
	South Norfolk District Council	The Horizon Centre, Peachman Way, Broadland Business Park, Norwich NR7 0WF	Nick Howard Assistant Director	Responsible Authority
	Broadland District Council	The Horizon Centre, Peachman Way, Broadland Business Park, Norwich NR7 0WF	Nick Howard Assistant Director	Responsible Authority
	Norwich City Council	City Hall St Peter's Street Norwich NR2 1NH	Chris Hancock Executive Director of Housing and Community Safety	Responsible Authority
	Great Yarmouth Borough Council	Hall Plain, Great Yarmouth, NR30 2QF	James Wedon Senior Performance and Data Protection Officer Legal and Governance	Responsible Authority
	Breckland District Council	Elizabeth House, Walpole Loke, Dereham NR19 1EE	Sarah Wolstenholme- Smy Legal Services Manager	Responsible Authority
	King's Lynn and West Norfolk Borough Council	Kings Court Chapel Street King's Lynn Norfolk NR30 1EX	Mark Whitmore Assistant Director Health, Wellbeing and Public Protection	Responsible Authority
	North Norfolk District Council	Council Offices, Holt Road, Cromer, Norfolk, NR27 9EN	Karen Hill Assistant Director for People Services	Responsible Authority
	NHS Norfolk and Waveney Integrated Care Board	County Hall, Martineau Ln, Norwich NR1 2DH	Tricia D'Orsi Executive Director of Nursing Dr Frankie Swords Executive	Responsible Authority

			Medical Director, Caldicott Guardian	
	Norfolk Fire and Rescue Service	Operations and Communications Centre, Room 8.2.6, Jubilee House, Falconers Chase Wymondham NR18 0WW	Anthony White Head of Prevention and Protection	Responsible Authority
	His Majesty's Prison and Probation Service	Norfolk Probation Service Centenary House. 19 Palace Street, Norwich. Norfolk. NR3 1RT	Pauline Parke-Chatten Acting Head of Norfolk Probation Delivery Unit	Responsible Authority
	Norfolk and Norwich University Hospital	Colney Ln, Norwich NR4 7UY	Berenice Lopez, Caldicott Guardian	Responsible Authority
	James Paget University Hospital	Lowestoft Road, Gorleston, Great Yarmouth, Norfolk, NR31 6LA	Geoff Jones IG Manager / Trust DPO	Responsible Authority
	Queen Elizabeth Hospital	Gayton Rd, King's Lynn PE30 4ET	Helen Blanchard Interim Chief Nurse	Responsible Authority
	Norfolk and Suffolk NHS Foundation Trust	County Hall, Martineau Lane, Norwich NR1 2DH	Director of Nursing, Patient Safety and Safeguarding	Co-operative Body
	Office of the Police and Crime Commissioner for Norfolk	Building 7, Falconers Chase, Wymondham, NR18 0WW	Mark Stokes, Chief Executive	Co-operative Body
	Norfolk Youth Offending Team	County Hall, Martineau Lane, Norwich, NR1 2DH	Lauren Downes Head of Service	Invited Body
	East of England Ambulance Service	East of England Ambulance Headquarters Whiting Way Melbourn Cambridgeshire SG8 6EN	Martin Judd, Health Safety and Security Lead	Invited Body
	Crest Advisory	2 Bath Place,	James Stott,	Invited Body

		London, EC2A 3DR	Strategy and Insight Manager	
	Right to Succeed	Coloney Piccadilly 5 Piccadilly Place Aytoun Street Manchester M1 3BR	Julia Everson Programme Director	Invited Body
	University of East Anglia	University of East Anglia, Research Park, Norwich, NR4 7TJ	Alun Minifey Head of Life and Learning	Invited Body
	Department for Work and Pensions	Peterborough Jobcentre, 45 Bridge Street, Peterborough PE1 1HF	Lisa Barraclough Advanced Customer Support Senior Leader	Invited body
3	Purpose of the Agreement			
3.1	<p>The ISA is necessary to facilitate the exchange of information in order as a partnership to:</p> <ul style="list-style-type: none"> • reduce reoffending • tackle crime and disorder • tackle anti-social behaviour (ASB) • tackle serious violence • tackle alcohol and substance misuse, and • tackle any other behaviour which has a negative effect on the local environment. • implementation of crime and disorder and serious violence reduction strategies • carry out Domestic Homicide Reviews (to become Domestic Abuse Related Death Reviews in due course) 			
3.2	<p>The risk(s) of not sharing this information is/are:</p> <ul style="list-style-type: none"> • Failure to comply with the legal and duty requirements which include: <ul style="list-style-type: none"> ○ The Crime and Disorder Act 1998 ○ Prevent Duty under Counter -Terrorism and Security Act 2015 ○ Domestic Abuse Act 2021 ○ Multi-Agency Statutory Guidance for the Conduct of Domestic Homicide Reviews Domestic Abuse (2016) under Section 9(3) of the Domestic Violence and Victims Act 2004 ○ Anti-Social Behaviour, Crime and Policing Act 2014: Anti-social behaviour powers Statutory Guidance for frontline professionals (2023) ○ Police, Crime, Sentencing and Courts Act (2022) ○ Serious Violence Duty - Preventing and reducing serious violence Statutory Guidance for responsible authorities England and Wales (2022) 			

	<ul style="list-style-type: none"> ○ Serious Violence Duty Strategic needs assessment guidance (2021) • Failure to work together in partnership to understand and respond to the issues that affect the local community to tackle both the causes and effects of crimes and antisocial behaviours
4	Agreement
4.1	The Parties agree to the terms of this ISA.
4.2	This ISA incorporates the terms of the Norfolk Information Sharing Protocol dated April 2023 (the Protocol) including the arrangements for subject access requests, freedom of information requests, complaints and data breaches.
4.3	The Parties will act as Data Controllers for the information shared with the Norfolk Community Safety Partnership and the Office of the Police and Crime Commissioner (Norfolk) will act as Data Controller for the information received from the Parties for the Norfolk Community Safety Partnership purposes set out at paragraph 3.1 and 3.2 above.
4.4	We agree that all personal data remains the property of the disclosing agency and is the responsibility of the data controller as defined by the UK GDPR. The partner receiving the data will not use it for any purpose other than that set out in the CSP Protocol or relevant strategy protocol, nor share it with any other party, without the disclosing partner's written permission.
4.5	For the sake of clarity, if the ISA and the Protocol are not compatible or contradict each other in any way, this ISA will take precedence over the Protocol.
4.6	With effect from 29 August 2024, this document updates the existing Norfolk Community Safety Partnership's Protocol of March 2023.
4.7	Administrative responsibility for the CSP Protocol rests with the Police and Crime Commissioner's Office on behalf of Norfolk County Council and in line with the Memorandum of Understanding dated 16 November 2020. They will hold the master document including the original signatures of all parties. Any issues or suggestions relating to the Protocol document should be forwarded to the Community Safety and Violence Reduction Coordination Team, C/o Office of the Police and Crime Commissioner for Norfolk, Jubilee House, Falconer's Chase, Wymondham, NR18 0WW.
4.8	This ISA should be published and made available to the general public for clarity of purpose. It is recommended that the document be published online and forms part of your Publication Scheme under the Freedom of

	Information Act 2000. Alternatively, copies of the Protocol document should be made available following a request made under that Act.																								
4.9	The CSP Protocol will be reviewed annually as part of the CSP Annual Review with issues reported back to the Community Safety and Violence Reduction Coordination Team.																								
4.10	Any partner may withdraw from the CSP Protocol upon giving written notice to the other signatories. Data which is no longer relevant should be destroyed or returned. The partner must continue to comply with the terms of the CSP Protocol in respect of any data that the partner has obtained through being a signatory.																								
5	Information to be shared.																								
5.1	The CSP Protocol covers specifically the exchange of information for the purpose of Section 6(2) - ‘the review, analysis, report and consultation on levels and patterns of crime and disorder . As per the amendments proposed by the Police and Justice Act 2006, this includes the annual rolling three-year community safety plan.																								
5.2	It also covers the exchange of information for the purpose of Section 8(3) of the Police, Crime, Sentencing and Courts Act 2022 – ‘prepare and implement a strategy for exercising their functions to prevent and reduce serious violence in the area.’																								
5.3	It does not cover a legal basis for one off request’s relating to specific investigations or actions which are covered by a separate protocol agreement.																								
5.4	Different initiatives require different data. The following table lays out what is required for each piece of work. <table><tr><th>Initiative</th><th>Personal Data</th><th>De-personalised data</th></tr><tr><td>Modern Slavery</td><td>No</td><td>Yes</td></tr><tr><td>Prevent</td><td>No</td><td>Yes</td></tr><tr><td>Serious Violence Duty</td><td>Yes – from some partners</td><td>Yes – from some partners</td></tr><tr><td>Crime Reduction Plan</td><td>No</td><td>Yes</td></tr><tr><td>Domestic Homicide Reviews</td><td>Yes</td><td>Yes</td></tr><tr><td>Anti-Social behaviour reviews</td><td>Yes</td><td>Yes</td></tr><tr><td>Offensive weapon homicide reviews</td><td>YES – NOT YET STARTED</td><td>Yes</td></tr></table>	Initiative	Personal Data	De-personalised data	Modern Slavery	No	Yes	Prevent	No	Yes	Serious Violence Duty	Yes – from some partners	Yes – from some partners	Crime Reduction Plan	No	Yes	Domestic Homicide Reviews	Yes	Yes	Anti-Social behaviour reviews	Yes	Yes	Offensive weapon homicide reviews	YES – NOT YET STARTED	Yes
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5.5	Personal Data
5.5.1	<p>The personal data to be shared by the Discloser to the Recipient will be as follows:</p> <ul style="list-style-type: none"> • Full name • date of birth • address • victim • any children or adult at risk • gender • details of presenting issue
5.5.2	<p>The personal data will include special categories of personal data as follows:</p> <ul style="list-style-type: none"> • Drug and alcohol use and any treatment* • Health and social care* • Racial or ethnic origin* • Religious or philosophical beliefs* • Sex life or sexual orientation* <p>*Where relevant to a case.</p>
5.5.3	<p>The personal data may include but is not limited to criminal convictions personal data as follows:</p> <p>Previous terms of custody, including details on last offence that the offender was convicted for and most recent offence, assessments (adult/youth Offending assessments, community orders, supervision, length of service or release dates (if relevant))</p>
5.6	Analytical Data for the purpose of tactical assessments and tasking
5.6.1	<p>The CSP Protocol enables the sharing of analytical data between relevant parties for the purpose of identifying crime and disorder problems and agreeing action to tackle those problems. In most cases this will be limited to non-personal or depersonalised data. Personal data can be shared for this purpose only when it can be demonstrated and documented that it is necessary to do so and a lawful basis exists. The CSP Analyst responsible for providing the analytical data should seek authority from the owner of the information before sharing personal data and decisions should be recorded.</p>
5.6.2	<p>The personal data listed at paragraphs 5.5.1 and 5.5.2 above will be referred to as “the Information.”</p>
5.7	Non-Personal Data/Aggregated Data

5.7.1	Non-personal or aggregated data is used for crime-mapping. We can use this non-personal data for crime-mapping purposes, within the remit of the Crime & Disorder Act 1998.				
5.7.2	We will exchange non-personal data for the purpose of profiling local areas for crime activity, and to calculate the cost, scope, and scale of proposed crime reduction interventions by our partnership.				
5.7.3	We recognise that there may be some sensitivity for commercial premises if information is published which identifies particular premises in the context of crime and disorder. We will take this into consideration when publishing data.				
5.8	Depersonalised/Anonymised/Pseudonymised Data				
5.8.1	Anonymised data is shared in the vast majority of Crime Audit and analytical/problem solving activity. It is suitable for profiling local areas, and in calculating the scale, scope, and cost of proposed crime reduction interventions. S.115, as amended by the Police and Justice Act 2006, places a duty on responsible authorities to share depersonalised data which are relevant for community safety purposes and already held in a depersonalised format (S.17A). This duty applies to data already collected by partner agencies in a depersonalised format.				
5.8.2	We will not data match depersonalised data provided under the CSP Protocol in order to use it to identify individuals.				
6	Lawful basis for sharing				
6.1	The sharing of the Information meets one of the conditions for processing under the GDPR and DPA as follows:				
6.2	<p>For ordinary personal data the relevant lawful processing condition under Article 6 of the GDPR is: Article 6(1)(e):</p> <p>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;</p> <table border="1"> <thead> <tr> <th>Party</th><th>Statutory Function</th></tr> </thead> <tbody> <tr> <td>All relevant parties as per S115 of the Crime and Disorder Act 1998.</td><td>The Crime & Disorder Act 1998 is the primary legislative tool, common to all crime reduction protocols. Whilst S.115 of the Act provides a power, and S.17A a duty, for information sharing, it does not override existing legal safeguards on personal information</td></tr> </tbody> </table>	Party	Statutory Function	All relevant parties as per S115 of the Crime and Disorder Act 1998.	The Crime & Disorder Act 1998 is the primary legislative tool, common to all crime reduction protocols. Whilst S.115 of the Act provides a power, and S.17A a duty, for information sharing, it does not override existing legal safeguards on personal information
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		and calls for depersonalised information in certain cases.
	All responsible authorities and the PCC	Domestic Violence, Crime and Victims Act 2004 , under section 9(3) Duty under the Multi-agency Statutory Guidance for the Conduct of Domestic Homicide Reviews (2016).
		Domestic Abuse Act 2021
		Anti-Social Behaviour, Crime and Policing Act 2014, Parts 1-4 Anti-Social Behaviour Powers (June 2022)
		Duty under Section 26 of the Counter-Terrorism and Security Act 2015
		Serious Violence Duty - Preventing and reducing serious violence Statutory Guidance for responsible authorities (December 2022) SV Statutory guidance Norfolk SV Duty Strategy
		Chapter 1 of Part 2, and definition in Section 11 and schedule 1 of the Police, Crime, Sentencing and Courts Act 2022 and Section 6 of the Crime and Disorder Act 1998
		Modern Slavery Stat Guidance
		Prevent Guidance
		DHR Stat Guidance
		ASB Stat Guidance
	Adult Social Care and Health partners for SVD	Care Act 2014 Section 6
	Children's Services and Health partners for SVD	Children Act 2004 Section 10 and 11

6.3	For special category data the relevant lawful processing condition under Article 9 of the GDPR is:
6.4	Article 9(1)(g) GDPR: processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;
6.5	Data Protection Act 2018 s10 and Sched 1, part 2 (6): Statutory etc. and government purposes 6(1) This condition is met if the processing— (a) is necessary for a purpose listed in sub-paragraph (2), and (b) is necessary for reasons of substantial public interest. See above table for relevant statutory functions.
6.6	Data Protection Act 2018 s10 and Sched 1, part 2 (10): Preventing or detecting unlawful acts 10(1) This condition is met if the processing— (a) is necessary for the purposes of the prevention or detection of an unlawful act, (b) must be carried out without the consent of the data subject so as not to prejudice those purposes, and (c) is necessary for reasons of substantial public interest. 2) If the processing consists of the disclosure of personal data to a competent authority, or is carried out in preparation for such disclosure, the condition in sub-paragraph (1) is met even if, when the processing is carried out, the controller does not have an appropriate policy document in place. 3) In this paragraph— “act” includes a failure to act; “competent authority” has the same meaning as in Part 3 of this Act.
6.7	Section 115 of the Crime and Disorder Act 1998 provides us with lawful power for disclosure where this is for the purpose of implementing the provisions of the Act. However, although the Act creates a situation where the disclosure of information may be lawful, the presumption of confidentiality will still apply.
6.8	For criminal convictions data set out one or more conditions under Schedule 1 Part 3 of the DPA.
6.9	Data Protection Act 2018 s10 and Sched 1, part 3 (36): This condition is met if the processing would meet a condition in Part 2 of this Schedule but for an express requirement for the processing to be necessary for reasons of substantial public interest. Revert to the public interest

	reasons given above.
6.10	The Information will be relevant to the stated purpose(s) of this agreement and the minimum necessary to achieve the purpose(s).
6.11	In all other respects the Discloser has concluded that the sharing of the Information is fair and lawful. In assessing this, the Discloser has considered the UKGDPR, the DPA, the common law duty of confidentiality and the Human Rights Act 1998.
6.12	<i>[NB The Discloser must set out these considerations in writing in a separate internal note to show a documented trail of decision-making if challenged]</i>
7	Process for sharing
7.1	The Information will be shared in accordance with the following process:
7.2	Each partner must appoint a Primary Designated Officer (PDO) who will be a manager of sufficient standing and have a co-ordinating and authorising role. We may also appoint further Designated Officers (DO's) within the same body to deal with the exchange of information under specific schemes and strategies. These DOs will be identified in the appropriate protocol document for the scheme or strategy.
7.3	The PDOs are designated to assume responsibility for the party's compliance with all relevant legislation, the internal policies of that party (including security) and the requirements of the protocol.
7.4	Specific responsibilities will abide by the following; <ul style="list-style-type: none"> • making sure each party abides by the CSP Protocol • ensuring that all DO's and other staff are fully aware of their responsibilities. • appointing other staff in the party to act as PDO's in their absence. • authorising the party's involvement and co-operation in the information sharing process at every stage. • keeping a protocol co-ordination folder, which holds all the partner's information sharing documents.
7.5	Only PDO's and DO's of each party can make the formal requests and document agreements for the sharing of personal information. They can decide (on a case-by-case basis,) why a disclosure is necessary to support action under the relevant legislation listed at 6.2. They will also decide why and when the public interest overrides the presumption of confidentiality. Where a request is made or received by a person other than the PDO or DO, the PDO or DO can be consulted for guidance or decision-making.

7.6	It is the PDO's and DO's responsibility to ensure that the exchange of personal data for the purpose of the CSP Protocol and relevant strategy protocols is in keeping with the principles of the UKGDPR and Data Protection Act 2018.
8	Information security
8.1	Each Party must ensure that they have appropriate security arrangements in place and take all reasonable steps to adequately protect the Information from both a technological and physical point of view.
8.2	The Information will be transferred securely by the [Discloser to the Recipient by way of [e.g. post, email, electronic transfer, etc] including taking measures where necessary to ensure that only the intended recipient can view it, either through personal signing for post or encryption technology.
8.3	The Recipient will mark the Information according to whichever classification scheme it falls under and as confidential and keep it securely in [e.g., locked cabinets, secure shared areas, etc].
8.4	When information is requested, it will be sent to the Community Safety and Violence Reduction Coordination Team who will collate as required. No copies will be made or circulated without first agreeing with the wider partnership.
8.5	The Information or any part of it will not be transferred to a country or territory outside the UK unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data. Should any Party(ies) wish to transfer information to a country outside the UK they must liaise with their Data Protection Officer/Information Compliance Manager who will consult with the other Party(ies) prior to the release of any information provided by those Party(ies). In order to facilitate this, information should be clearly labelled to identify the source Party.
9	Access to personal information
9.1	<p>The Recipient will ensure that only the following staff will have access to the Information:</p> <ul style="list-style-type: none"> • Head of Community Safety and Violence Reduction Coordination Team • Community Safety Officer • Community Safety Support Officer • Community Safety Communications Officer <p>This access will be reviewed every 6 months.</p>

9.2	Each Party will ensure that all individuals likely to come in contact with the Information are trained in the terms of this ISA and their obligations under the UKGDPR and DPA 2018.
10	Information accuracy, use, retention, and deletion
10.1	The accuracy of the Information will be the responsibility of the Discloser. The Discloser will therefore ensure that the Information is accurate and up to date before the data is disclosed. If the Discloser becomes aware of any inaccuracies in the Information, it should inform the other Party or Parties immediately in order for the data to be corrected or recalled.
10.2	The Recipient must only use the Information for the purposes set out in the Agreement at point 3 above.
10.3	The Recipient must not share the Information with any third party without the written consent of the Discloser and subject to entering into an Information Sharing Agreement the terms of which must be approved by the Discloser.
10.4	The Information will be retained by the Recipient in accordance with retention schedules. The information will then be destroyed by the Recipient in a secure and confidential manner and the Recipient will notify the Discloser that this has been done. For documentation held and/or processed by the OPCCN as discussed at section 4.7 this will be in accordance with the published OPCCN Retention Policy. It is currently 6 years.
10.5	Retention begins at the point the case is closed.
11	FOIA Requests/Breaches/Complaints/Subject Access Requests
11.1	Subject Access Requests
11.1.1	The Parties will provide access to individual's personal information under Article 15 of GDPR and the DPA in accordance with the subject access request procedures of the Parties and specifically the Party to whom a request has been made.
11.2	FOIA requests
11.2.1	The Parties acknowledge that their dealings may become the subject of FOIA requests and recognise that the legal time limit for providing information is 20 working days. The Parties will work together in dealing with any requests they receive by notifying the other Parties as soon as they receive a request and providing all necessary assistance, cooperation and information to handle the request. The responding party should be the community safety partner that receives the FOI, liaising with the OPCCN and the wider partnership as required. Some requests are specific to the relevant partner and so to ensure continuity of

	response should the request proceed through the appeal process it should sit with the receiving/most relevant partner.
11.3	Data breaches
11.3.1	<p>The relevant Parties must report all breaches of confidentiality/information security to the information governance leads of the Parties. Examples of breaches include:</p> <ul style="list-style-type: none"> • Unauthorised disclosure of personal information • Inadequate security arrangements and/or the inappropriate use of such arrangements • Data loss
11.3.2	Each breach must be investigated in line with the relevant Party's incident/data breach management policy/procedure.
11.3.3	The breaching Party must inform the information governance leads of the other relevant Parties of the progress of the investigation and the outcome.
11.4	Complaints
11.4.1	All complaints and the nature of the complaint must be reported to the appropriate representative of the relevant Parties. The Party receiving the complaint should deal with it in accordance with its complaint's policy/procedure. The Party subject to a complaint will inform other relevant Parties of the progress of the investigation and the outcome of the complaint.
11.4.2	In respect of a complaint to more than one Party, the relevant Parties must agree a joint process for handling the complaints including arrangements and timescales.
11.5	Other Requirements
11.5.1	Where appropriate, the Parties must ensure that their staff observe the relevant statutory and professional codes of conduct.
11.5.2	The Parties must ensure that only staff who need to have access to the information will have access to it.
11.5.3	All staff of the Parties who have access to the personal information must maintain the security and confidentiality of the information and these obligations should be incorporated into their contracts of employment, so that any breach would have disciplinary consequences.
11.5.4	<p>All staff employed by the Parties with access to the information must:</p> <ul style="list-style-type: none"> • uphold the general principles of confidentiality

	<ul style="list-style-type: none"> • follow this Protocol and seek advice when necessary • share information in accordance with the relevant ISA • take responsibility for safekeeping any information they handle • know how to handle information safely and securely including requesting proof of identity or taking steps to validate the authorisation of another before disclosing any information • understand that any breach of privacy or confidentiality is unlawful and a disciplinary matter that could lead to their dismissal and, in certain cases, criminal proceedings
11.6	Privacy notice
11.6.1	Each partner is responsible for ensuring that their privacy notices reflect this processing.
12	Status
12.1	The Parties acknowledge that to the extent it shares with or receives Information from other Parties and either does not adhere to the terms of this ISA and the Act in the way it shares, receives or subsequently processes such personal data then the other Parties may incur liability.
12.2	To the extent any Party (“the Indemnified Party”) incurs legal liability to a third party because a Party (“the Indemnifying Party”) has not complied with the terms of this ISA and the Act the Indemnifying Party will indemnify the Indemnified Party or Parties to the extent of the loss incurred, subject to all reasonable steps having been undertaken to mitigate that loss.
13	Review/termination of the agreement
13.1	This ISA will be reviewed by the Parties on 31 st August 2025.
13.2	This ISA will end on agreement by the Norfolk Community Safety Partnership partners or by notice in writing by one party to the other subject to the provisions in clause 4.10.
13.3	A Party may suspend these arrangements in writing with immediate effect, in order to investigate and resolve any serious breach of this ISA.
13.4	The obligations of confidentiality imposed on the Parties by this ISA shall continue in full force and effect after the expiry or termination of this ISA.
13.5	Where a new iteration of this Protocol is issued after review, all signatories will automatically novate to the new version.
13.6	Any data provided by another agency will be deleted at the point the Domestic Homicide Review is published. This applies to personal data and to aggregated or anonymised data.

13.7	In exceptional cases where a Domestic Homicide Review continues beyond the retention period, parties will be written to.																								
14	Information Governance Leads																								
14.1	The Information Governance Leads for the parties will be the governance leads assigned by each Party to have oversight of the Protocol.																								
15	Signatories to Agreement and Date																								
15.1	The undersigned agree to implement the terms of this ISA and each person signing this ISA represents and warrants that he or she is duly authorised to sign and deliver this ISA:																								
	<table><tr><th>Party</th><th>Name of Signatory</th><th>Post</th></tr><tr><td>Norfolk County Council Adult Social Care (inc Public Health)</td><td>Ian Wake</td><td>Ian Wake Executive Director of Adult Social Services</td></tr><tr><td>Norfolk County Council Children's Services</td><td>Sara Tough</td><td>Executive Director Children Services</td></tr><tr><td>Norfolk County Council</td><td>Paul Cracknell</td><td>Executive Director Strategy and Transformation (Data Protection Officer)</td></tr><tr><td>Norfolk Constabulary</td><td>Simon Megicks</td><td>Deputy Chief Constable</td></tr><tr><td>South Norfolk District Council</td><td>Nick Howard</td><td>Assistant Director Regulatory</td></tr><tr><td>Broadland District Council</td><td>Nick Howard</td><td>Assistant Director Regulatory</td></tr><tr><td>Norwich City Council</td><td>Chris Hancock</td><td>Director of Housing & Community safety</td></tr></table>	Party	Name of Signatory	Post	Norfolk County Council Adult Social Care (inc Public Health)	Ian Wake	Ian Wake Executive Director of Adult Social Services	Norfolk County Council Children's Services	Sara Tough	Executive Director Children Services	Norfolk County Council	Paul Cracknell	Executive Director Strategy and Transformation (Data Protection Officer)	Norfolk Constabulary	Simon Megicks	Deputy Chief Constable	South Norfolk District Council	Nick Howard	Assistant Director Regulatory	Broadland District Council	Nick Howard	Assistant Director Regulatory	Norwich City Council	Chris Hancock	Director of Housing & Community safety
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South Norfolk District Council	Nick Howard	Assistant Director Regulatory																							
Broadland District Council	Nick Howard	Assistant Director Regulatory																							
Norwich City Council	Chris Hancock	Director of Housing & Community safety																							

	Great Yarmouth Borough Council	Paula Boyce	Strategic Director	
	Breckland District Council	Sarah Wolstenholme-Smy	Legal Services Manager (DPO)	
	King's Lynn and West Norfolk Borough Council	Mark Whitmore	Assistant Director Health, Wellbeing & Public Protection	
	North Norfolk District Council	Karen Hill	Assistant Director for People Services	
	NHS Norfolk and Waveney Integrated Care Board	Tricia D'Orsi Dr Frankie Swords	Executive Director of Nursing Executive Medical Director (Caldicott Guardian)	
	Norfolk Fire and Rescue Service	Anthony White	Head of Prevention and Protection	
	His Majesty's Prison and Probation Service	Pauline Parke-Chatten	Head of Norfolk Probation Service	
	Norfolk and Norwich University Hospital	Berenice Lopez	Caldicott Guardian	
	James Paget University Hospital	Geoff Jones	IG Manager / Trust DPO	
	Queen Elizabeth Hospital	Helen Blanchard	Interim Chief Nurse	
	Norfolk and Suffolk NHS Foundation Trust	Anthony Deery	Director of Nursing, Patient Safety and Safeguarding	
	Office of the Police and	Mark Stokes	Chief Executive	

	Crime Commissioner		
	Norfolk Youth Offending Team	Lauren Downes	Head of Youth Justice and Targeted Youth Support Services
	East of England Ambulance Service	Kevin Smith	Director of Finance
	Crest Advisory	James Stott	Strategy and Insight Manager
	Right to Succeed	Julia Everson	Programme Director
	University of East Anglia	Alun Minifey	Head of Life and Learning
	Department for Work and Pensions	Lisa Barraclough	Advanced customer Support Senior Leader
15.2	This ISA is dated: 11 th March 2023		

Appendix A - Parties to the Agreement

Section 5 of the Crime & Disorder Act 1998 (amended by the Police Reform Act 2002) identifies 3 groups and their role in meeting the obligations under Section 6. These groups are:

- Responsible Authorities: - required to exercise the functions in Section 6. The Responsible Authorities must conduct the review of crime and disorder patterns & levels and implement strategies to achieve

- published objectives and targets
- Co-operative Bodies: - have a duty to co-operate in the exercise of the functions in Section 6. Co-operative Bodies will be involved in the review, will be consulted over the analysis of crime and disorder patterns and levels and can participate in the implementation of strategies to achieve published objectives and performance targets
- Invited Bodies: - Statutory Instrument 2004 No.118 sets out a list of bodies, at least one of which shall be invited to participate in the exercise of functions in Section 6. Invited Bodies can be involved in the review, can be consulted over the analysis of crime and disorder patterns and levels and can participate in the implementation of strategies to achieve published objectives and performance targets

Responsible Authorities

- Norfolk County Council
- District Councils
- Norfolk Constabulary
- Norfolk Fire & Rescue Service
- Integrated Care Board
- National Probation Service

Co-operative Bodies

- Office of the Police and Crime Commissioner
- Trading Standards
- Parish Councils
- Housing Registered Providers senior representative
- Governing body of a school
- Proprietor of an independent school
- Governing body of a further education institution

Invited Bodies

- Social landlords
- Drug and Alcohol Action Team
- Norfolk Youth Offending Team
- Training and Enterprise Council
- A youth voluntary organisation
- Crown Prosecution Service
- Court Manager of a Crown Court
- Magistrates' Court Committee
- Representative of HomeWatch Schemes
- Victim Support Scheme
- Military Police
- Ministry of Defence Police
- School transport provider
- Public transport provider
- Passenger Transport Authority & Executive
- Bodies that promote the interests of or provide services to:
 - Women
 - The young, including children

- The elderly
- The physically & mentally disabled
- Those of different racial groups
- Minority groups, including those relating to ethnicity and sexual orientation
- Residents
- Bodies whose purpose it is to reduce crime and disorder
- Body established for religious purposes
- Company or partnership with a place of business within the relevant area
- Body established to promote retail business
- Trade Union
- Registered medical practitioner
- Body which represents registered medical practitioners
- Governing body of a higher education institution
- British Transport Police