



**Derbyshire Constabulary**

INFORMATION SHARING AGREEMENT  
FOR  
ANTI SOCIAL BEHAVIOUR (ASB)

## Document Status

Document owner	<b>Head of Department Prevention and Partnerships</b>
Document author and enquiry point	<b>Chief Inspector Alexander Wood, Prevention and Partnerships</b>
Document authoriser	<b>Abby Turner, Head of Department Information Management</b>
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## Version History

Date issued	Version	Status	Reason for change
1.0 (draft)	March 2007	Draft	Initial draft
1.1 (final)	June 2007	Issued	Amended Indemnity Clause
1.1 (final)	October 2011	Issued	Partner list amended – Bromford Living added
1.2 (final)	May 2012	Issued	Partner list amended – De Montfort Housing Society added. Section 11 partner signatory block removed. Partners will demonstrate acceptance by signing covering letter.
1.2 (final)	April 2013	Issued	Partner list amended – Great Places Housing Group added.
1.2 (final)	May 2013	Issued	Partner list amended – Arcon Housing Association added.
1.2 (final)	October 2013	Issued	Partner list amended – Metropolitan added
1.2 (final)	February 2014	Issued	Partner List amended – South Yorkshire Housing Association added.
1.2 (final)	March 2014	Issued	Partner list amended – Three Valley's Housing changed to EMH Housing and Regeneration Limited.
1.2 (final)	May 2014	Issued	Partner list amended – asra Housing Group added.
1.2 (final)	March 2015	Issued	Partner list amended – Derventio Housing Trust added.
2.0 (draft)	May 2015	DRAFT	New provisions in the Anti-Social Behaviour, Crime and Policing Act 2014
2.0 (final)	November 2015	Issued	New provisions in the Anti-Social Behaviour, Crime and Policing Act 2014
2.0 (final)	July 2016	Issued	Partner list amended 1. Chevin Housing changed to Together Housing 2. Futures Homescape changed to Futures Housing Group
3.0 (DRAFT)	September 2020	DRAFT	XXXXXX

3.1	November 2021	DRAFT	Reviewed by new DP Advisor
3_2	January 2022	FINAL	Reviewed by new DP Advisor
3.3	February 2022	FINAL	Added new partners
3.4	March 2022	FINAL	Added detail for victim services at 3.2.8
3.5	September 2022	FINAL	Partnership list amended
3.6	October 2022	FINAL	Partnership contact details amended and removed Clarion Housing
3.7	January 2023	FINAL	New partner added-Salvation Army Housing Association
3.8	March 2023	FINAL	Derby City Council – Contact change High Peak Borough Council email address amended Future Housing Group Additional email added Partner list amended Great Places Housing Group removed Peaks and Plain Housing Trust – name change to Your Housing Group
3.9	March 2023	FINAL	British Transport Police- contact change Housing Group contact added
3.10	May 2023	FINAL	Partnership list amended – Removal of East Midlands Crown Prosecution Service
3.11	July 2023	FINAL	Document author amended to reflect Chief Inspector Alexander Wood
3.12	October 2023	FINAL	Partnership details changed from Derwent Living to Places for People. Removed Action Housing and NACRO. Signature panel added for partners.

# Introduction

This is an agreement between Derbyshire Constabulary and the Partner organisations listed within this agreement, to share information for the purpose of addressing anti-social behaviour within Derbyshire.

This Agreement takes into account the *“Anti-social Behaviour, Crime and Policing Act 2014: Reform of anti-social behaviour powers - Statutory guidance for frontline professionals”* published by the Home Office.

This agreement has been created in accordance with the framework and principles set out in the Derbyshire Partnership Forum Information Sharing Protocol.

Across Derbyshire, agencies are working together through Community Safety Partnerships (CSPs) to address anti-social behaviour (ASB), which continues to be a priority for residents and all Community Safety Partners.

ASB covers a wide range of unacceptable activity that causes harm to an individual, to their community or to the environment. The complex nature of ASB means that agencies must work together to bring perpetrators to justice and provide the right level of support for victims.

Both the Derbyshire Safer Communities Board and Derby Safer and Stronger Board recognise that ASB impacts negatively on the quality of life of people, both young and old, in our communities.

This agreement identifies the arrangements under which the Partners will share information in order to enhance their joint approach to reduce ASB in Derbyshire and make our communities safer as a result.

This agreement also identifies the arrangements for the sharing of information for the purpose of conducting an ASB Case Review (Community Trigger) and should be read in conjunction with the Derbyshire Community Trigger Practitioner Guidance published by the Derbyshire ASB Subgroup.

This agreement also acknowledges the memorandum of understanding between the Police & Crime Commissioner for Derbyshire and “Relevant Bodies” for the purpose of Community Trigger Appeals.

# 1. Partners, and Partner Responsibilities

## 1.1 Partners

Amber Valley Borough Council  
Bolsover District Council  
British Transport Police

Chesterfield Borough Council  
Derby City Council  
Derbyshire Constabulary  
Derbyshire County Council  
Derbyshire Dales District Council  
Derbyshire Fire and Rescue Service  
Erewash Borough Council  
High Peak Borough Council  
National Probation Service  
North East Derbyshire District Council  
Derbyshire Victim Services (Remedi)  
Remedi  
South Derbyshire District Council

Ark Housing Trust  
Derventio Housing Trust  
Faveo Housing  
EMH Housing and Regeneration Limited  
Framework Housing Association  
Futures Housing Group  
Guinness Partnership  
Longhurst Group (incorporating Friendship Care and Housing, Longhurst and Havelok Homes)  
Nottingham Community Housing Association  
P3 Housing  
Platform Housing  
Places for People  
Riverside  
Rykneld Homes  
Salvation Army Housing Association  
Thames Valley Housing Association Limited (incorporating TVH and Metropolitan Housing)  
Trident Housing  
Your Housing Group

## **1.2 Responsibilities**

1.2.1 It will be the responsibility of each signatory to ensure that:

- realistic expectations prevail from the outset;
- compliance issues that may arise are dealt with consistently;
- ethical standards are maintained;
- a mechanism exists by which the flow of information can be controlled;
- appropriate training is provided;
- adequate arrangements exist to test adherence to this agreement and that data protection and other relevant legislative requirements are met.

## **2. Purpose**

2.1 The purpose of this agreement is to identify the arrangements under which Partner agencies will share information to implement appropriate strategies to address, reduce and where possible eliminate anti-social behaviour.

2.2 Partners to this agreement will share information to achieve the following objectives:-

- the recording of incidents of anti-social behaviour;
- the identification of locations where anti-social behaviour occurs;
- the identification, apprehension and prosecution of individuals who are perpetrators of anti-social behaviour;
- the provision of appropriate support and protection to victims of anti-social behaviour;
- the assessment of risk to victims;
- the identification of support strategies for perpetrators
- the effective conduct of ASB Case Reviews (Community Trigger)
- the effective multi-agency case management of ASB

2.3 The purpose of this information sharing agreement is consistent with the 'Policing Purposes' as defined in the Code of Practice for the Management of Police Information as follows:

- 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. Information to be shared**

#### **3.1. Depersonalised Data**

3.1.1 Depersonalised information is defined as any information from a database, which is provided in a format where it is no longer possible to identify an individual.

3.1.2 Whenever possible the use of depersonalised information should be considered. This may assist with strategic planning processes with the Partners of this Information Sharing Agreement and provide quantitative information to the County, City or Community Safety Partnerships (CSPs).

3.1.3 Safer Derbyshire Research and Information Team and Derby City Community Safety Department will normally be requiring the information on behalf of the CSPs.

3.1.4 The following are examples of depersonalised information may be shared:-

- Derbyshire Constabulary recorded crime statistics
- Derbyshire Constabulary calls for service
- Derbyshire Constabulary advice, nuisance, warning letters
- Other agencies advice, nuisance, warning letters
- Local Authority ASB statistics
- Housing ASB statistics
- National Probation Service ASB statistics
- Youth Offending Service ASB statistics
- Derbyshire Fire and Rescue Service statistics
- Derbyshire County Council bullying, truancy, exclusion and racial incident data
- Local Authority planning (Areas where housing estates are being/considered for construction)
- British Transport Police crime and incident data
- Locations of projects providing opportunities as diversionary activities to reduce crime and disorder.
- Derbyshire Victim Services (Remedi) ASB referral statistics.

3.1.5 The following criteria will apply:-

- no attempt must be made to identify an individual through the provision of depersonalised information
- data must not be released to those with a commercial interest in their use unless permissible by law
- arrangements must be made for the secure storage of such data
- information must be destroyed when it is no longer required
- verification will be made that the information does not conflict with corporate statistics generated by the relevant Partner.

### **3.2. Personal Data**

3.2.1 It is recognised that for the purposes of this agreement, it is necessary for Partners to share information, which constitutes personal data and information relating to criminal convictions and offences under the provisions of the UK General Data Protection Regulation (GDPR) and Data Protection Act 2018.

#### **3.2.2 Police**

- conviction information to support any agreed Partner action which is to be taken, only where the conviction information is relevant to the current ASB.
- relevant incident details and calls for service
- evidence to support court proceedings,
- victim/witness details, where the consent of the individual has been obtained
- juvenile reprimands and final warnings.

#### **3.2.3 Local Authority**

- incidents, reports of tenant nuisance and harassment
- incident diaries (provided to the witness to write down and collate ongoing evidence)
- statements of evidence from witnesses, including professional witnesses and Councillors
- evidence to support court proceedings
- victim/witness details, where consent of the individual has been obtained
- any records of incidents of crimes/anti-social behaviour against staff
- community intelligence, where consent has been obtained.

#### **3.2.4 Housing Providers**

- incidents, reports of tenant nuisance and harassment
- incident diaries (provided to the witness to write down and collate ongoing evidence)
- statements of evidence from witnesses, including professional witnesses and Councillors
- victim/witness details, where consent of the individual has been obtained
- statements of evidence of Housing Officers
- community intelligence, where consent has been obtained
- any records of incidents of crimes/anti-social behaviour against staff.

#### **3.2.5 Fire Service**

- details of individuals involved with 'Firesafe' or similar fire prevention interventions
- evidence to support court proceedings
- relevant incident details and calls for service
- victim/witness details, where consent of the individual has been obtained
- any records of incidents of crimes/anti-social behaviour against staff.



### 3.2.6 Derbyshire County Council

- evidence of intervention work
- supervision status
- evidence to support court proceedings
- information to inform assessment of risk of serious harm and risk management strategies
- release from custody/licence information
- any records of incidents of crimes/anti-social behaviour against staff.
- information on a young person's individual circumstances i.e. whether or not they are in a particular vulnerable/target group, e.g. teenage mother and details of other professionals/organisations supporting them.

Either at, or before, multi-agency case discussion meetings, the following information may be shared: -

- assessment of individual and family circumstances
- information on type of intervention work with the individual
- other relevant contributory factors that are considered affecting behaviour
- statements of evidence from witnesses, including professional witnesses and Councillors
- any records of incidents of crimes/anti-social behaviour against staff.

### 3.2.7 National Probation Service

- basis of contact - order or licence and the conditions or requirements attached such as restrictions, prohibitions, curfew, rehabilitative requirement and timescales such as release dates, order/licence expiry dates, registration periods
- conduct and response to supervision including interventions being used in the sentence plan and breach or other enforcement proceedings
- information (not including OASys or court reports) to inform assessment of risk of serious harm and risk management strategies - not including third party information
- information about diversity needs such as mental ill health or disability or other vulnerabilities, any caring responsibilities and dependants
- records of incidents of crimes/anti-social behaviour against staff.
- identified dependencies such as alcohol or psychoactive substances
- information on type of intervention work with the individual
- other relevant contributory factors that are considered affecting behaviour

### 3.2.8 Derbyshire Victim Services (Remedi)

- Progress reports of ASB cases, where consent has been obtained.
- Community intelligence, where consent has been obtained.
- Any records of incidents of crimes/ASB against staff, where relevant.

### **3.3 How data will be shared**

3.3.1 Partner agencies will share personal data as part of either or all of the following:

- an initial assessment;
- one to one discussion;
- multi-agency strategy or action meetings;
- specific disclosures to support enforcement action
- E-CINS (Multi-agency ASB case management system)

3.3.2 Partners utilising E-CINS undertake to do so in accordance with the information sharing agreement for E-CINS for ASB Victims and Perpetrators.

### **3.4 How data will be used**

3.4.1 Data shared under this agreement will be used to consider anti-social behavior or crime and disorder activities of an individual/group/address and to develop appropriate strategies to address those activities. The agreed strategies may include any one or combination of the following: -

Early and informal interventions

- Verbal or written warnings
- Community Resolution
- Mediation
- Acceptable Behaviour Contract
- Parenting Contract

Formal interventions

- Civil Injunction
- Criminal Behaviour Order
- Police dispersal powers
- Community Protection Notice
- Public Spaces Protection Order
- Closure powers
- Parenting Order
- Absolute grounds for possession
- to seek a Notice of Seeking Possession Proceedings (NOSP) (as defined by Section 83 of the Housing Act 1985 as amended by the Housing Act 1996) and or monitor such a notice
- for gathering information for consideration of Notice to Quit proceedings. (NTQ) and or monitor such a notice
- for gathering information for consideration of demotion order (as defined by Section 8 of the Housing Act 1996) and or monitor such an order
- the re-housing of a victim of anti-social behaviour/crime and disorder including damage, burglary, intimidation
- to seek and or monitor a Child Safety Order (as defined by Section 11 Crime and Disorder Act 1998)
- to seek and or monitor a Child Curfew Order (as defined by Section 14 Crime and Disorder Act 1998)
- for the removal of truants to a designated premise (as defined by Section 16 Crime and Disorder Act 1998)

## Housing applications

- Where an application for housing from an individual to a housing provider indicates that they, or other persons have been subject to an ASB intervention this will be taken as correct information provided directly from the data subject. It should be noted that Derbyshire Constabulary will not share information relating to conviction information, enforcement action or offences under this agreement for the purpose of the assessment of any individual's housing application.
  - It should also be noted that under no circumstances will information requested relating to housing applications be disclosed without the consent of the data subject. Such requests will be rejected and returned to the originator.
- 3.4.2 Data shared under this agreement may also where necessary be used for the purpose of conducting ASB Case Reviews (Community Trigger).
- 3.4.3 The process for undertaking ASB Case Reviews is documented within the Derbyshire Community Trigger Practitioner Guidance published by the Derbyshire ASB Subgroup.

## 4. Fair and Lawful Processing<sup>1</sup>

### 4.1 Fair Processing

- 4.1.1 The information shared under the terms of this agreement must be processed fairly, taking into account any consequences of the processing to an individual, particularly where that processing may not be obvious to the individual.
- 4.1.2 Each Partner to this agreement undertakes to publish a privacy notice or fair processing notice to communicate to individuals how their data will be processed, in accordance with guidance from the Information Commissioner's Office.
- 4.1.3 The circumstances of each individual shall be considered on a case by case basis, and a realistic appraisal shall be undertaken of the likely impact of disclosure on the person the information is about and their likely reaction to it being shared.
- 4.1.4 Processing of an individual's personal data engages rights under Article 8 of the European Convention on Human Rights. This provides that 'Everyone has the right to respect for his private and family life, his home and his correspondence.' Whilst this right is not absolute, any interference with it must be justified. In order to justify interference, the Partners to this agreement will need to show that it is:
- in accordance with the law;
  - in the pursuit of a legitimate aim and
  - necessary in a democratic society.
- 4.1.5 Where it is necessary to co-ordinate the support of a number of Partners, this may be achieved through multi-agency meetings. Attendees will be asked to acknowledge their obligation in respect of confidentiality at the beginning of the meeting, and arrangements shall be made for such meetings to take place in a suitably secure venue, where discussions may not be overheard. This includes video-conferencing.

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<sup>1</sup> Processing means obtaining, recording or holding the data or carrying out any operation or set of operations on the data. It includes organising, adapting and amending the data, retrieval, consultation and use of the data, disclosing and erasure or destruction of the data. It is difficult to envisage any activity involving data which does not amount to processing.

- 4.1.6 Information should not be disclosed to any persons who are not Partners identified within this agreement unless there is a lawful reason to do so, or if there are any doubts that the conditions set out in this agreement have not been met, or may be breached.

## **4.2 Lawful Processing**

- 4.2.1 Each Partner processing personal data under this agreement must have a specific legal duty or power to do so and each Partner will need to have a clear understanding of the legal basis which all other Partners are operating.
- 4.2.2 The Chief Constable of Derbyshire Constabulary is a competent authority as defined in Schedule 7 of the Data Protection Act 2018 for the processing of personal data for law enforcement purposes. The law enforcement purposes are the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security.
- 4.2.3 Derbyshire Constabulary comply with the lawfulness of processing requirements of Section 35 (2)(b) of the Data Protection Act 2018 as the processing is necessary for the performance of a task carried out for a law enforcement purpose by a competent authority. Derbyshire Constabulary are the Controller in respect of personal data processed as part of a confidential police investigation.
- 4.2.4 In respect of special categories of personal data (sensitive processing), Derbyshire Constabulary comply with the lawfulness of processing requirements of Section 35 (5) of the Data Protection Act 2018 as the processing: -
- a) is strictly necessary for a law enforcement purpose and
  - b) meets Schedule 8 (1) as being necessary for the exercise of a function conferred on a person by an enactment or rule of law, and being necessary for reasons of substantial public interest.
- 4.2.5 Where Derbyshire Constabulary share personal data for the purpose of developing strategies to address ASB with the Partners to this agreement who are not competent authorities, this occurs outside the law enforcement purposes and is undertaken to protect individuals from harm and to reduce the risk of offending.
- 4.2.6 The Partners to this agreement comply with the lawfulness of processing requirements of the GDPR by virtue of Article 6(1)(e) as the processing is necessary for the performance of a task carried out the public interest or in the exercise of official authority vested in the controller. This is further specifically defined at Section 8(c) of the Data Protection Act 2018 as including the processing of personal data that is necessary for the exercise of a function conferred on a person by an enactment or rule of law.
- 4.2.7 Additionally, where the Partners to this agreement process personal data for the purpose of an ASB Case Review, they shall comply with the lawfulness of processing requirements of the GDPR by virtue of Article 6(1)(c) as the processing is necessary for compliance with a legal obligation to which the respective controllers are subject.
- 4.2.8 In respect of special categories of personal data, the Partners to this agreement comply with the lawfulness of processing requirements of the GDPR by virtue of Article 9(2)(g) as the 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.

- 4.2.9 Further in respect of special categories of personal data, the Partners to this agreement comply with the lawfulness of processing requirements of Section 10(3) of the Data Protection Act 2018 by virtue of Schedule 1 Part 2 (6) as the processing is necessary for the exercise of a function conferred on a person by an enactment or rule of law and is necessary for reasons of substantial public interest.
- 4.2.10 In respect of the processing of personal data relating to criminal convictions and offences not carried out under the control of official authority, the Partners to this agreement comply with the lawfulness of processing requirements of Section 10(5) of the Data Protection Act 2018 by virtue of Schedule 1 Part 3 (33) as the processing is necessary for the purpose of, or in connection with, any legal proceedings (including prospective legal proceedings), is necessary for obtaining legal advice, or is otherwise necessary for the purposes of establishing, exercising or defending legal rights. an unlawful act and is necessary for reasons of substantial public interest.
- 4.2.11 The Police have a common law duty of care to protect the public and may share personal data where it is necessary to prevent harm.
- 4.2.12 Section 115 of the Crime and Disorder Act 1998 provides that any person can lawfully disclose information where necessary or expedient for the purposes of any provision of the Act, to a Chief Officer of police, a police authority, local authorities, probation service or health authority, even if they do not otherwise have this power. This power also covers disclosure to people acting on behalf of any of the above-named bodies.
- 4.2.13 Section 5 of the Crime and Disorder Act 1998 identifies the authorities responsible for the formulation of strategies for the reduction of crime and disorder and drug misuse within local government areas. These include the district or county councils and Chief officers of Police in these areas. Registered Social landlords are required to co-operate with these responsible authorities in the formulation and implementation of these strategies.
- 4.2.14 The Anti-Social Behaviour, Crime and Policing Act 2014 introduced new powers to enable the police, local authorities and social landlords (local housing authorities and private registered providers of social housing/ housing associations) to tackle anti-social behaviour.

## **5. Conditions of Use of the information**

- 5.1 Personal data obtained under this agreement may only be used for the agreed purpose set out at Section 2 above and must not be further processed in any manner incompatible with the identified purpose(s).
- 5.2 No secondary use or other use may be made unless the consent of the disclosing Partner is sought and granted.
- 5.3 The data must be treated as private and confidential and will not be divulged or communicated to any third parties without the written consent of the Partner that provided the information.
- 5.4 Access to the data will be restricted to those employees/agents of the Partners and approved by the nominated representative of each Partner to the agreement.
- 5.5 Where Partners share information in meetings to determine strategies to address anti-social behaviour, appropriate records of decisions and actions to be taken shall be maintained.
- 5.6 Where Police information is required for evidential purposes to support specific formal interventions under this agreement, requests should be submitted to the appropriate Police Safer Neighbourhood Team, using the Form 785 at Appendix B so that it can be provided in a suitable format for disclosure.

## **6. Data Quality**

### **6.1 Standards**

- 6.1.1 Information shared must be fit for purpose, which means that it must be adequate, relevant and not contain excessive detail which is beyond that required for the agreed purpose.
- 6.1.2 Information discovered to be inaccurate, out of date, or inadequate for the purpose must be referred to the originating Partner who will be responsible for correcting that data and notifying all other recipients of the information who must ensure that necessary corrections are made without delay.
- 6.1.3 Appropriate records will be kept to record the sources of information to provide for this.
- 6.1.4 Information shared should be relevant and not excessive. Officers and Partner agencies must be able to justify that each item of information to be shared is necessary to fulfil the purpose of the agreement.

## **7. Information Retention, Review and Disposal**

### **7.1 Retention**

- 7.1.1 Derbyshire Constabulary will manage the information obtained under this agreement in accordance with the Guidance on the Management of Police Information and the associated procedures in relation to review, retention and disposal of records will apply.
- 7.1.2 Partners will manage the information obtained under this agreement in accordance with their respective records management policies.
- 7.1.3 Data should only be retained for the minimum period necessary to achieve the objectives of its disclosure. Following this, the data should be returned to the originator, or destroyed as agreed.

## **8. Information Security**

### **8.1 General Requirements**

- 8.1.1 The Partners to this agreement acknowledge the security requirements of the GDPR and Data Protection Act 2018 applicable to the processing of the information subject to this agreement.
- 8.1.2 Each Partner will ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 8.1.3 In particular, each Partner shall ensure that measures are in place to do everything reasonable to:
  - make accidental compromise or damage unlikely during storage, handling, use, processing transmission or transport;
  - deter deliberate compromise or opportunist attack;
  - dispose of or destroy the data in a manner to make reconstruction unlikely;
  - promote discretion in order to avoid unauthorised access.
- 8.1.4 Access to information subject to this agreement will only be granted to those professionals who 'need to know' in order to effectively discharge their duties.
- 8.1.6 Any identified or suspected breach or threat to the security of the information will be reported to the designated Data Protection Officers of all relevant Parties, via the designated officer without delay.
- 8.1.7 It is acknowledged that the Government Protective Marking Scheme applies to Police information.
- 8.1.8 Partners undertake to ensure that all of their staff are aware of their obligation to maintain the confidentiality of information provided by the Police and not to disclose information further.

## 8.2 Data Protection Impact Assessment

Where any significant change is proposed to either the type or method of the processing of personal data under this agreement, the Partners undertake to conduct a Data Protection Impact Assessment and consult their respective Data Protection Officers.

## 8.2 Communications

- 8.2.1 Information will be primarily transferred electronically via approved secure Email connections.
- 8.2.2 In cases where information is being exchanged by telephone, the person giving the information will always confirm the identity of the person receiving the information by making the phone call via a Partner switchboard.

# 9. Management of the Agreement

## 9.1 Individual Rights to Access Information

- 9.1.1 Where a request is made by an individual to any Partner for the purpose of exercising their rights under the provisions of the GDPR or Data Protection Act 2018 (as listed below) or the Freedom of Information Act 2000, the request shall be forwarded to the Partner's designated Data Protection Officer/Freedom of Information Manager in accordance with that Partner's policy and procedure.

Individual's Rights	General Processing GDPR	Law Enforcement Processing Part 3 DPA 2018
Transparency of Communication	Article 12 (recitals 58,59,60 and 73)	Section 52
Right of access	Articles 12 and 15 (recitals 63 and 64)	Section 45
Right to be informed	Articles 12, 13 and 14 (recitals 61 and 62)	Section 44
Right to rectification	Articles 12, 16 and 19 (recitals 65 and 66)	Sections 46 and 48
Right to erasure	Articles 12, 17 and 19 (recitals 65 and 66)	Sections 47 and 48
Right to restrict processing	Articles 12, 18 and 19 (recital 67)	Sections 47 and 48
Right to data portability	Articles 12 and 20 (recital 68)	Not applicable
Right to object	Articles 12 and 21 (recitals 69 and 70)	Not applicable
Rights in relation to automated decision making and profiling	Articles 12 and 22 (recitals 71, 72 and 91)	Sections 49 and 50

- 9.2.2 Where a request for information includes that information provided by the Partner organisation, the originating organisation will be consulted in accordance with normal protocols.



### **9.3 Complaints Procedure**

- 9.3.1 Complaints or breaches relative to this agreement should be notified to the designated Data Protection Officer of the relevant organisation in accordance with their respective policy and procedures.
- 9.3.2 Complaints from data subjects will be investigated first by the organisation receiving the complaint. Actions which affect other Partners will not be taken without the consent of all Partners to this agreement.
- 9.3.3 The signatories will give all reasonable assistance as is necessary to the relevant Controller to enable them to:
- comply with a request for subject access;
  - respond to an Information Notice served by the Information Commissioner;
  - respond to complaints from the data subject;
  - investigate any breach of the agreement.

### **9.4 Review of the agreement**

- 9.4.1 This agreement will be reviewed annually.

### **9.5 Indemnity**

- 9.5.1 Each Partner to this agreement will undertake to indemnify the other against any legal action arising from any breach of this agreement by any person working for or on behalf of its own organisation.

### **9.6 Termination of Agreement**

- 9.6.1 Any Partner to this agreement may at any time in writing terminate the agreement if any Partner is in material breach of any obligation under the Agreement.
- 9.6.2 Written notice should be provided by either Partner regarding the termination of the agreement.
- 9.6.3 A Partner may suspend these arrangements in order to investigate and resolve any serious breach of this agreement.
- 9.6.4 Any such action will be notified in writing to the other Partner with immediate effect.
- 9.6.5 Partners will make every effort to resolve any dispute affecting the ability to share information under this agreement within 30 days.
- 9.6.6 The obligations of or confidentiality imposed on the Parties by this agreement shall continue in full force and effect after the expiry or termination of this agreement.

## 10. Acceptance

I accept and endorse the Information Sharing Agreement for Anti-Social Behaviour (ASB) version 3.12 and agree to implement appropriate arrangements within this organisation to meet the requirements of the agreement.

Organisation: Derbyshire Constabulary .....

Position Held: Chief Inspector - Prevention and Partnerships .....

Print Name: Alexander Wood .....

Signature:  .....

Date: 14th November 2023 .....

## Appendix A Designated Officers

I accept and endorse the Information Sharing Agreement for Anti-Social Behaviour (ASB) version 3.12 and agree to implement appropriate arrangements within this organisation to meet the requirements of the agreement.

<b><u>Organisation</u></b>	<b><u>Email</u></b>	<b><u>Signature</u></b>
Amber Valley Borough Council	<a href="mailto:sally.price@ambervalley.gov.uk">sally.price@ambervalley.gov.uk</a>	
Bolsover District Council	<a href="mailto:matt.liddy@bolsover.gov.uk">matt.liddy@bolsover.gov.uk</a>	
British Transport Police	<a href="mailto:Maninder.Gill@btp.police.uk">Maninder.Gill@btp.police.uk</a>	
Chesterfield Borough Council	<a href="mailto:shaun.morley@chesterfield.gov.uk">shaun.morley@chesterfield.gov.uk</a>	
Derby City Council	<a href="mailto:Charles.Edwards@derby.gov.uk">Charles.Edwards@derby.gov.uk</a>	
Derbyshire County Council	<a href="mailto:christine.flinton@derbyshire.gov.uk">christine.flinton@derbyshire.gov.uk</a>	
Derbyshire Dales District Council	<a href="mailto:vikki.hatfield@derbyshiredales.gov.uk">vikki.hatfield@derbyshiredales.gov.uk</a>	
Derbyshire Fire and Rescue Service	<a href="mailto:ddiggins@derbys-fire.gov.uk">ddiggins@derbys-fire.gov.uk</a>	
Erewash Borough Council	<a href="mailto:katherine.thornhill@erewash.gov.uk">katherine.thornhill@erewash.gov.uk</a>	
Faveo Housing	<a href="mailto:info@faveohousing.org">info@faveohousing.org</a>	
High Peak Borough Council	<a href="mailto:davidsmith@highpeak.gov.uk">davidsmith@highpeak.gov.uk</a>	
National Probation Service	<a href="mailto:jonathan.webb1@justice.gov.uk">jonathan.webb1@justice.gov.uk</a>	
North East Derbyshire District Council	<a href="mailto:faye.green@ne-derbyshire.gov.uk">faye.green@ne-derbyshire.gov.uk</a>	
South Derbyshire District Council	<a href="mailto:chris.smith@southderbyshire.gov.uk">chris.smith@southderbyshire.gov.uk</a>	
Action Housing	<a href="mailto:Emma.ward@actionorg.uk">Emma.ward@actionorg.uk</a>	
Derventio Housing Trust	<a href="mailto:Jackie.carpenter@derventiohousing.com">Jackie.carpenter@derventiohousing.com</a>	
EMH Housing and Regeneration Limited	<a href="mailto:Steffan.beange@emhhomes.org.uk">Steffan.beange@emhhomes.org.uk</a> <a href="mailto:enquiries@emhhomes.org.uk">enquiries@emhhomes.org.uk</a>	
Framework Housing Association	<a href="mailto:Georgina.balfour@frameworkHA.org">Georgina.balfour@frameworkHA.org</a>	
Futures Housing Group	<a href="mailto:carl.harper@futureshq.co.uk">carl.harper@futureshq.co.uk</a> <a href="mailto:enquiries@futureshq.co.uk">enquiries@futureshq.co.uk</a>	
Guinness Partnership	<a href="mailto:informationmanagement@guinness.org.uk">informationmanagement@guinness.org.uk</a> <a href="mailto:David.chapman@guinness.org.uk">David.chapman@guinness.org.uk</a>	
Longhurst Group (incorporating Friendship Care and Housing, Longhurst and Havelok Homes)	<a href="mailto:Suki.Kaur-Gill@longhurst-group.org.uk">Suki.Kaur-Gill@longhurst-group.org.uk</a>	
Nottingham Community Housing Association	<a href="mailto:Ian.Spence@ncha.org.uk">Ian.Spence@ncha.org.uk</a>	
P3 Housing	<a href="mailto:info@p3charity.org">info@p3charity.org</a>	
Places for People	<a href="mailto:kareece.marzink@placesforpeople.co.uk">kareece.marzink@placesforpeople.co.uk</a>	
Your Housing Group	<a href="mailto:Jackie.Robinson@Yourhousinggroup.co.uk">Jackie.Robinson@Yourhousinggroup.co.uk</a> <a href="mailto:Carly-anne.greenall@yourhousinggroup.co.uk">Carly-anne.greenall@yourhousinggroup.co.uk</a>	
Platform Housing	<a href="mailto:jerome.dickson@platformhg.com">jerome.dickson@platformhg.com</a>	
Remedi	<a href="mailto:Chelsea.lambert@derbyshirecore.org">Chelsea.lambert@derbyshirecore.org</a>	
Riverside	<a href="mailto:firoza.patel@riverside.org.uk">firoza.patel@riverside.org.uk</a>	
Rykneld Homes	<a href="mailto:jayne.walker@rykneldhomes.org.uk">jayne.walker@rykneldhomes.org.uk</a>	
Salvation Army Housing Association	<a href="mailto:info@saha.org.uk">info@saha.org.uk</a>	
Thames Valley Housing Association Limited (incorporating TVH and Metropolitan Housing)	<a href="mailto:vanessa.thomas@metropolitan.org.uk">vanessa.thomas@metropolitan.org.uk</a>	



# INFORMATION SHARING AGREEMENT FOR ANTI SOCIAL BEHAVIOUR – Appendix B

## DERBYSHIRE CONSTABULARY

### Request for Police Information

<b>Purpose of Enquiry:</b>	
What legal enforcement action are you considering?	
To avoid unnecessary repetition, please advise what police information is already known to you.	
To allow the police to prioritise your enquiry, please advise what specific information is sought and how this will support the purpose.	
<b>Contact Details:</b>	
<b>Organisation</b>	
<b>Name</b>	<b>Telephone Number</b>
<b>Address</b>	
<b>ECINS Profile/Case Ref No.</b> (If applicable)	<b>Secure Email for response:</b>

(Restricted when complete)

**INFORMATION SHARING AGREEMENT FOR ANTI SOCIAL BEHAVIOUR – Appendix B**

**DERBYSHIRE CONSTABULARY**

**Request for Police Information**

Subject of Enquiries			
<b>Address details:</b>			
House Number/Name			
Street			
Town			
Postcode			
<b>Tenancy details: (</b>			
(include details of whom premises shared with, children, d.o.b.'s etc)			
Location of Incident			
<b>Details of Person of Interest:</b>			
Full Name			
Date of Birth		Gender	
<b>Brief description of the nature of complaints being investigated:</b>			
Please advise of any other information which might assist in identifying information relevant to this enquiry [please add continuation sheets as required]:			
<b>Manager</b>			
I confirm that I have reviewed this request and that I am satisfied that it is in accordance with the Information Sharing Agreement for Anti-Social Behaviour, to support specific action by this organisation under relevant Anti-Social Behaviour legislation.			
<b>Name of Manager:</b>			
<b>Signed:</b>		<b>Date:</b>	