

AGREEMENT FOR THE SHARING OF INFORMATION, ON INCIDENTS OF DOMESTIC ABUSE IN DEVON & CORNWALL, BETWEEN STATUTORY AUTHORITIES, HOUSING PROVIDERS, VOLUNTARY AND CHARITABLE AGENCIES.



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1. INTRODUCTION (THE WHAT)

- 1.1 This agreement is concerned with the exchange of personal data to combat domestic abuse.
- 1.2 “Domestic Abuse” is any incident of threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between individuals (16 years or over) who are or have been intimate partners or family members, regardless of gender.
- 1.3 Information may be exchanged as part of the MARAC process and this exchange may occur prior to or during the MARAC meeting. Information exchange throughout the MARAC process should relate to only high risk cases. In certain circumstances it may be necessary to exchange information as part of the MARAC process without consent – see section 4.5 and Appendix 4 Information Sharing Without Consent Record Form.
- 1.4 There will be occasions where information needs to be shared in relation to medium and standard risk cases or where no risk assessment exists. For guidance on cases falling outside the high risk scenario see Appendix 1 – Legal Issues

2. PURPOSE (THE WHY)

- 2.1 The purposes of Information Sharing between the parties to the agreement are;
 - To identify the true level of the incidence of Domestic Abuse within the Devon & Cornwall area.
 - To reduce the incidence of Domestic Abuse within the Devon & Cornwall area.
 - To encourage the maximum numbers of victims of Domestic Abuse and repeat victims to be guided by the recording agency into subsequent multi-agency assistance and support.
 - To allow those providing the assistance and support to the victim(s) to have that information relating to the pattern of abuse that is required to contribute to an effective outcome.
 - To allow the assistance providers to feed back information to the partnership details of those entering assistance in order that re-offending can be identified.
- 2.2 This agreement can cover the exchange of information at MARACs or between the nominated officers within the partner organisations and will relate to incidents reported within the Devon & Cornwall area, or where high risk victims have relocated to Devon & Cornwall to escape violence. Sharing information may in certain circumstances act as a catalyst for an arrest or assist correct actions to be taken following an arrest when an individual is taken into custody.

2.3 The following legislation supports information sharing under this agreement:

- Crime and Disorder Act 1998
- Data Protection Act 1998. Section 29(3) and Section 35(2)
- Data Protection Act 1998. Data Subjects Consent.
- The Human Rights Act 1998 and European Convention of Human Rights
- Common Law
- The Code of Practice on the Management of Police Information

The full list of legal powers supporting information sharing under this agreement can be found at Appendix 1.

2.4. For the purpose of this agreement, risk categorisation is determined as;

- High:** There are identifiable indicators of risk of serious harm. The potential event could happen at any time and the impact would be serious.
- Medium:** There are identifiable indicators of serious harm. The offender has the potential to cause serious harm but is unlikely to do so unless there is a change in circumstances, for example, failure to take medication, loss of accommodation, relationship breakdown, drug or alcohol misuse.
- Standard:** Current evidence does not indicate a likelihood of causing serious harm

3. PARTNERS (THE WHO)

The following organisations, by receipt by the agreement holder of a signed certification at Page 9, are deemed to be partners to this agreement:

Devon & Cornwall Constabulary
Ahimsa
Affinity Sutton
CAFCASS (Children And Family Court Advisory Support Service)
Careers South West Limited
Chapter 1.
Coastline Housing – Camborne
Cornerstone Housing Association
Cornwall Council
Cornwall Housing
Cornwall & Isles of Scilly Primary Care Trust
Cornwall Partnership NHS Trust
Cornwall Woman’s Refuge Trust
Council for the Isles of Scilly
Devon & Cornwall Housing Association
Devon County Council
Devon Partnership Trust
Domestic Violence and Abuse Service – South & West Devon (formerly South Devon Women’s Aid)
East Devon District Council – Housing
Exeter City Council – Housing
Guinness Hermitage
Hamoaze House
Harbour Centre (Plymouth)
Hastoe Housing Association

Home Group Ltd
Magna Housing
Mid-Devon District Council - Housing
National Probation Service - Devon & Cornwall Area
NHS Devon
North Devon District Council - Housing
North Devon Homes
North Devon Women's Aid
Northern Devon Health Care Trust
Ocean Housing Association – St Austell
Penwith Housing Association - Penzance
Plymouth City Council
Plymouth Domestic Abuse Service
Plymouth Community Healthcare CIC
Plymouth Community Housing Association
Plymouth Domestic Abuse Service
Plymouth Hospitals NHS Trust
Plymouth Primary Care Trust
Plymouth & Devon Racial Equality Council
Riviera Housing
Royal Cornwall Hospitals NHS Trust
Royal Devon & Exeter NHS Foundation Trust
Sanctuary Shaftesbury Housing Association
Sarsen Housing Association
Signpost Housing
Signpost Care Partnerships
South Devon Healthcare Trust
South Devon Rural Housing Association
South Hams District Council – Housing
South Western Housing Association
Sovereign Housing Association
Signpost Housing Association
Signpost Care Partnerships
Stop Abuse for Everyone - Exeter
Tamar Housing Group
Tarka Housing Ltd
Teignbridge District Council – Housing
Teign Housing
Torbay Care Trust
Torbay Council - Housing
Tor Homes
Torrige District Council – Housing
Twelves Company
Victim Support in Cornwall
Victim Support in Devon
West Cornwall Woman's Aid
West Devon Borough Council
West Devon Homes
West Exe Children's Centre
Westcountry Housing Association

4. PROCESS (THE HOW)

- 4.1. Requests and disclosures should only be processed by nominated staff. Such staff need to understand the detail of the required standards as at Appendix 5. Requests from unauthorised organisations/staff will be declined.
- 4.2. There is a clear requirement that as part of this agreement all requests and disclosures must be appropriately authorised and documented.
- 4.3. Disclosure of information from the Health Service agencies must be endorsed by the relevant Caldicott Guardian.
- 4.4. The main legal basis for the exchange of information within this agreement will be with the written consent of the data subject. Engagement with a Voluntary Sector partner would normally arise from consented disclosure at the request of and/or with the consent of the individual concerned. This consent will be obtained and evidenced by the use of the form at Appendix 3.
- 4.5. Disclosure at the request of and/or with the consent of the individual concerned – The engagement with a Voluntary Sector partner would normally arise from consented disclosure. Uniquely, except in the circumstances as above –protecting vital interests (see below) – under an ACPO agreement dealing with disclosure of contact details to Victim Support, disclosures relating to Domestic Violence are not to be made to Victim Support under this agreement, unless the victim has provided express consent at the time of the initial crime report, or has amended the initial record by subsequent recorded consent. Such consent to disclose to any voluntary sector or non-statutory partner **must be evidenced within the police file**. Additionally, at a later stage, prior to the Multi-Agency Risk Assessment Conference taking place, a victim must be notified in writing, if safe to do so, of the intention to discuss their case at the meeting and that Voluntary Sector agencies will be in attendance at this meeting. This letter must state that if they do not wish the circumstances and details of their case to be further disclosed to such agencies they should contact the MARAC Chair to object to the disclosure. This process, when correctly applied will meet the ACPO guidance on disclosures to Victim Support in cases of Domestic Violence, in that the data subject 'opts in' to the disclosure process, and **therefore identical safeguards must be applied to all Voluntary Sector partners**.
- 4.6. The Vital Interest of the Data Subject and Public Safety - Each disclosure must be treated on a case by case basis. Where consent is not evidenced, a signatory agency's responsibility for public protection may at times clash with the responsibility of confidentiality to the individual. Similarly disclosure action can be taken, in the vital interests of the data subject (i.e. where there is no public interest) under a Court Order or under a statutory obligation to disclose information e.g. to protect children. Prior to any disclosure, including disclosure at MARAC, the disclosing officer must consider, whether the personal information is held under a duty of confidence, and whether there is an overriding public interest or other justification for disclosing the information, thereby treating the disclosure of

information as an exception to the general principles of confidentiality. This will apply even where the individual has refused consent for information to be shared. Guidance as to the time when vital or public interests may apply are;

- a) To protect the **vital interests** of the individual, or relevant third party, where consent cannot be given, or is withheld. It is accepted that, **in exceptional circumstances**, e.g. proven risk of violence against the victim or the agency staff, any specific Voluntary Sector partner may receive personal information without, or against the consent, of the data subject. In such circumstances regard must be given to the fact that such disclosure amounts to an exception to the general principle of confidentiality.
- b) For the prevention or detection of crime, the apprehension or prosecution of offenders, and taxation purposes, disclosure of pertinent and relevant information must be on a case by case basis and where failure to provide the information would be likely to prejudice these purposes. For this provision to apply there would have to be a substantial risk of prejudice rather than a mere chance.
- c) Where a request for information is made in connection with legal proceedings, for the purpose of obtaining legal advice, and establishing, exercising or defending legal rights, this will be undertaken via the Domestic Abuse Advocacy Project or the Private Law Court Production Order process.

4.7 Details of witnesses or non-victim reporting persons must not be disclosed without their written consent.

4.8. The sharing of personal information via email will only be conducted where both the sender and the receiver has access to a secure email address. Only address with end on the following are deemed to be secure;

.pnn.police.uk
.gsi.gov.uk
.gsx.gov.uk
.gcsx.gov.uk
.cjsm.net
.nhs.net

Any other email address is to be deemed insecure and cannot be used..

4.9 Signatories to this agreement are expected to record disclosures to indicate that a disclosure has been made and to inform recipients if they become aware of any inaccuracies which may prejudice the rights and freedoms of the data subject or individual, or detrimentally affect them.

5 INDEMNITY

- 5.1 By signing up to this agreement, each partner shall be fully indemnified by the other partners in accordance with the following:

The parties hereto are working in partnership in exercising in their functions under the Crime and Disorder Act 1998 ('the Act') and their responsibility for the protection of the public.

1. In particular the parties have agreed this Agreement to facilitate the supply of information as a means of meeting the requirements of the Crime and Disorder Act 1998 and their joint Common Law responsibility for the protection of the public.
2. This Agreement provides guidance on the exchange and use of personal information.
3. Further, the parties have agreed to indemnify one another in the manner described below in circumstances where a person who is the subject of information exchanged between any of the parties in accordance with the Agreement suffers loss as a result of the misuse or inaccuracy of the information and brings an action claim or demand as a consequence thereof.
4. In respect of the indemnity the parties have agreed as follows:-

Provision of Information

- (a) In consideration of the provision of information in accordance with this Agreement the parties hereby undertake to indemnify and keep indemnified each other against all loss damages or liability (whether criminal or civil) costs charges and expenses including legal fees and costs at any time incurred or suffered by a party to this Agreement arising on or out of the misuse of information provided in accordance with the Agreement. Provided that such indemnity may only be invoked in the circumstances set out in sub-clauses (b) to (c) below.
- (b) The party seeking the indemnity may only seek to enforce it against the party that supplied or misused the information in accordance with this Agreement.
- (c) The party claiming the benefit of the indemnity has notified the party against whom it intends to invoke the indemnity within 14 days of any third party action claim or demand ('the claim') and thereafter the parties shall consult as to how the party against whom the claim has been made ('the defendant') should proceed in respect of such claim.
- (d) In the absence of contrary agreement between the parties the defendant shall resist the claim as far as final judgement. In the event of any claim being paid or compromised or in the event of final judgement being given against the defendant, the party against whom the indemnity is being invoked will within 14 days of being so notified by the defendant reimburse the defendant with the full amount of such payment or final judgement

payment such payment to over those costs and expenses identified in clause (a) above. Provided always that where any claim is paid or compromised the party against whom the indemnity is being invoked shall have the right to be consulted as to the extent of any payment.

- (e) The party seeking to invoke the indemnity may not do so if it has made or makes any admission which may be prejudicial to the defence of the action claim or demand.

By signing below, the partners accept and will adopt the details standards statements included in this Agreement at Appendix 5 and the Indemnity, and agree to maintain the specified standards. In addition, the partners will not use, release or otherwise disclose any data whatsoever,

- a) For any other secondary use not specified by the Crime and Disorder Act 1998 or by regulations made there under; and/or
- b) To any organisation which is not a signatory to this agreement.

6 CERTIFICATION – AGREEMENT FOR THE EXCHANGE OF INFORMATION

- By signing below, the signatories accept and will adopt the statements included in this agreement and the indemnity, and agree to maintain the specified standards. In addition, the signatories will not use, release or otherwise disclose any data to any organisation which is not a signatory to this agreement, other than that related to the monitoring and funding of the initiative.

Signed on behalf of

By (name and Role Title).....

Date

7 REVISION INFORMATION

Version No	Date of Version	Draft or Amendment.
Draft Version 0.1	March 2011	Revision of previous Corporate version to a more user friendly version
Draft Version 0.2	April 2011	Appendices: Removal of Mensafe Consent Form & additional of non police statutory agencies Non Consent Disclosure Decision Making form and CARDA DASH Risk Assessment record
Working Version	July 2011	Chapter 1 - Housing Association added.
Version 2.0	Dec 2011	Add Plymouth and Devon Racial Equality Council
Version 2.0	Sept 2012	Addition of Cornwall Housing and associated

		signatory
Working Version 2.0	July 2011	Addaction and Chapter 1 - Housing Association added.
Version 2.0	Dec 2011	Add Plymouth and Devon Racial Equality Council
	Sept 2012	Add Cornwall Housing
		Add Twelves Company
	Oct 2012	Add Plymouth Community Healthcare CIC
	Nov 2012	Add Hamoaze House
	July 2013	Add West Exe Children's Centre
	May 2013	Change Stonham to Home Group Ltd

APPENDIX 1 - LEGAL ISSUES

- 1.1. This agreement is focused on the sharing of information in high-risk cases for use within the MARAC process. Within this process signatories can utilise the conditions within Schedule 2 and 3 of the Data Protection Act and the exemption within Section 29(3) to the Act to make disclosures without consent, where this is required to protect the vital interests of the data subject or others* or where disclosure is necessary for the prevention or detection of crime.
- 1.2. Outside of this high-risk case scenario, information provided by the data subject to the receiving agency would have been deemed to have been provided in confidence. and, where it is necessary to share personal data within the partners, any disclosure should be with the **informed, explicit, written consent of the data subject, or must be capable of being justified as an exception to the general Common Law Duty of Confidentiality and the Data Protection Act 1998.**
- 1.3. Whilst disclosure with consent must be the overriding aim, where such consent is refused this will not necessarily act as a bar to the disclosure of information. Such disclosures can be made, subject to the legal powers conferred on some of the statutory agencies or the overriding issues of the prevention and detection of crime, safety or public interest. However, any such decision must be made on a case by case basis and recorded, as per Appendix 4 – Sharing without consent.
- 1.4. Data protection and confidentiality issues surrounding a disclosure will not apply if the consent of the individual has been sought and obtained. A tick box indication without the data subjects signature is not normally deemed adequate as 'Fair Processing' under Principle 1 of the Data Protection Act 1998. However, within the current Domestic Abuse working practices of the Devon & Cornwall Constabulary, the provision of consent is sometimes recorded in a tick box within an electronic record. The Constabulary is currently content with this process as an adequate record to indicate the victims consent to information sharing to reduce the risk of further incidents.

The remaining principles within the Data Protection Act 1998 must be adhered to by all parties to this agreement.

1.5. **Legal Powers supporting Information Sharing within this agreement.**

1.5.1. **Information from the Police**

- a) **Data Protection Act 1998** – The conditions required by the Constabulary to process the personal information linked to this agreement are;

Schedule 2: Conditions relevant for the First Principle; Processing of Personal Data.

* see Section 4.3

- 1 With the consent of the data subject.
4. The processing is necessary – (d) for the exercise of any other functions of a public nature exercised in the public interest by any person.
- 6.(1) The processing is necessary for the purposes of legitimate interests pursued by the data controller or by third party or parties to whom the data are disclosed, except where processing is unwarranted in any particular case by reason of prejudice to rights and freedoms or legitimate interests of the data subject.

Schedule 3: Conditions Relevant for the First Principle; Processing of Sensitive Personal Data

- 1 With the explicit consent of the data subject.
- 3 The processing is necessary-
 - (a) in order to protect the vital interests of the data subject or another person, in a case where;
 - (i) consent cannot be given by or on behalf of the data subject, or
 - (ii) the data controller cannot be reasonably be expected to obtain the consent of the data subject, or
 - (b) in order to protect the vital interest of another person, in a case where consent by or on behalf of the data subject has been unreasonably withheld.

- b) **The Code of Practice on the Management of Police Information** - This code was developed under section 39 and 39a of the Police Act 1996 and enacted in November 2005. The code sets out principles governing the management of police information, including procedures governing authorised sharing of information obtained and recorded for policing purposes within the police service, and with other agencies. A full Manual of Guidance on the Management of Police Information supporting the requirements of the code was published in March 2006.

Policing purposes are defined within the code as;

- a) protecting life and property;
- b) preserving order;
- c) preventing the commission of offences;
- d) bringing offenders to justice; and
- e) any duty or responsibility of the police arising from common or statute law.

The code allows the police to disclose police information to other person or bodies where this is reasonable and lawful to do for the policing purposes as set out above. Any sharing of information must comply with the ACPO Guidance on the Management of Police Information 2006 and any agreement, national or local, which may be agreed with the persons or bodies needing to receive the information.

Additionally the Code of Practice sets out obligations on the persons or bodies receiving police information which equate to the detailed standards set out in section 4.1 to 4.10 of this agreement

- b) **Section 115 of Crime and Disorder Act 1998** confers only a power for the Constabulary to disclose information to the Devon & Cornwall Constabulary, Unitary and District Councils, the National Probation Service and Health Trusts, not an obligation. **Disclosures cannot be made to the voluntary sector partners – or the non Council Housing Providers under the power of Section 115.**

1.5.2. Additionally, within this agreement, disclosures without consent can be made by the statutory authorities under;

- a) **Common Law:** where the public interest outweighs the presumption of confidentiality and where disclosure will preserve public safety and/or prevent or detect crime. In such circumstances regard must be given to the fact that such disclosure amounts to an exception to the general principle of confidentiality and in some cases, statutory obligations under the Data Protection legislation.
- b) **The Human Rights Act 1998 and European Convention of Human Rights:** Article 8 of this convention provides the individual with a right of privacy. However, this does not preclude disclosures under this Agreement which are made in accordance with the law, which are necessary in a democratic society and where they can be justified in the interest of public safety, to prevent crime and disorder and to protect the health, morals, rights and freedoms of others

APPENDIX 2 - THE WORKING PRACTICE AGREEMENT FOR DEALING WITH DOMESTIC ABUSE.

1. Disclosure via end-to-end secure email will be the preferred method of the delivery of the requested information (see Section 4.7 of the agreement) . Fax to a secure listed fax number can be used where secure email is not available. This will ensure that accurate information is passed direct to the requesting signatory agency, and that an audit trail is established.
2. The Signatories should respond to formal requests for Disclosure of Personal Data within two working days of receipt of the request. However, it is acknowledged that there may be occasions when the Disclosure is required more urgently.
3. Disclosures within the MARAC process:
 - 3.1 At the commencement of the MARAC meeting the chair of the meeting is required to outline the confidentiality expectations of the matters to be discussed
 - 3.2 There is an requirement that the person making the disclosures will distinguish between fact, observations, allegations and opinion within the disclosures made.
 - 3.3 Signatories who anticipate making disclosures at meetings should ensure they are empowered to do so, that such disclosures are permitted by all relevant legislation and that the information is up to date – records should be rechecked prior to the meeting.
 - 3.4 Such disclosures should be recorded within the minutes of the relevant meeting and the relevant signatory or signatories shall ensure that these minutes are retained for at least six (6) years.
 - 3.5 It is suggested as a model of good practice, that those signatories making disclosures at meetings should clarify all issues reasonably relevant to any intended disclosure, to include without limitation confidentiality issues and powers to make the disclosure, prior to the commencement of the relevant meeting.

APPENDIX 3 - CONSENT FORM (to be produced on Headed Paper of the Signatory Agency seeking consent)

Consent for sharing of data held within the [Insert Specific Partner] records

The Partners listed below are working together to reduce the incidence of domestic violence, and to provide multi-agency support to victims of Domestic Violence. The aims of this scheme have been explained to me.

I wish to take support and benefit from this scheme and I have been made aware that I must give my consent for the information, personal to me, to be shared with the following partners where such disclosure is relevant to the aims of the scheme.

I therefore consent for information to be shared with the following partner agencies;

I do not wish information to be provided to any agency listed below

I,.....hereby openly consent to grant my permission for information relating to incidents of domestic violence, in which I was a victim, to be provided to the above organisations, where such a disclosure will contribute to the aims of the partnership.

I have been made aware that where a statutory power to share information exists certain information may disclosed without my consent.

This agreement complies with the requirement for explicit consent to be given under Schedule 3 of the Data Protection Act 1998.

Signed.....Date.....

APPENDIX 4 – DISCLOSURE WITHOUT CONSENT RECORD FORM



RESTRICTED WHEN COMPLETED

Victim name and DOB			
Victim address			
Children	DOB	Address	School (if known)

Who is at Risk? <i>(e.g. Children, client, family, others)</i>	Who are they at risk from? <i>(e.g. partner, ex-partner, family, self)</i>	What are the concerns around this risk?	What are the immediate risks to this victim?	Risk Identified through Risk Assessment
Risk Identification Checklist <i>(if it has been possible to complete a CAADA-DASH RIC, attach it here)</i>		/ number of ticks out of 24		
Details of incident / information causing concern <i>(include source of information)</i>				

Legal Authority to Share

Protocol relevant	Y / N	If yes, please detail	
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Or

Legal grounds (If yes, please tick one or more grounds below)	Y/N
Prevention / detection or crime and/or apprehension or prosecution of offenders (DPA, Section 29(3))	
To protect vital interests of the data subject; serious harm or matter of life or death (DPS, sch 2 & 3)	
For the administration of justice (usually bringing perpetrators to justice (DPA, sch 2 & 3)	
For the exercise of functions conferred on any person by or under any enactment (police / Social Services) (DPA, sch 2 & 3)	

In accordance with a court order (DPA Section 31)	
Overriding public interest (common law)	
Child protection – disclosure to social services or police for the exercise of functions under the children act, where the public interest in safeguarding the child’s welfare overrides the need to keep the information confidential (DPA, sch 2 & 3)	
Right to life (Human Rights Act, art. 2 & 3)	
Right to be free from torture, of inhuman or degrading treatment (Human Rights Act, art. 2 & 3)	

Balancing Considerations (please tick)

Pressing need		Risk of not disclosing	
Respective risks to those affected		Interest of other agency / person in receiving it.	
Public interest of disclosure		Human rights	
Duty of confidentiality		Other	
Comments			
Internal consultations <i>(Names / Dates / Advice / Decisions)</i>			
External consultations <i>(Home Office, Information Sharing Helpline)</i>			

Client Notification

Client notified	Y / N	Date notified	
If not, why not?			

Review

Date for review of situation <i>(review to include feedback from the agencies informed as to their response)</i>	
Name of person responsible for ensuring the situation is reviewed by this date	

Record the following information-sharing in Case File:

Date information shared	
Agency & named person informed	
Method of contact	
Legal authority for each agency	
Signature of caseworker	

Date (as signed by caseworker)	
Signature of manager	
Date (as signed by manager)	

APPENDIX 5 - DETAILED STANDARDS

The signatories to this agreement subscribe to the following agreed standards must provide safeguards and an appropriate framework for the controlled exchange of timely, accurate and relevant information to ensure that Data Protection principles, the common law principles of confidentiality and the rights of the Data Subject under the Human Right Act 1998 and Article 8 of the European Convention on Human Rights are to be upheld.

5.1. Review of the agreement – the nominated holder of this agreement is the Head of Information Management, Devon and Cornwall Constabulary, who shall, on behalf of the partnership undertake periodic review of the agreement in light of new legislation or guidance and circulate all requests for change, co-ordinate responses, obtain agreement for the changes from the partnership and distribute codes of practice and guidance as these become available;

Any partner may request any change to the agreement at any time by submitting to the agreement holder a suggested revision

5.2 Registration/Notification

Each partner will ensure that their organisation is appropriately notified under the Data Protection Act to receive and process personal data.

Data to be transferred will include some sensitive information. It will be necessary, therefore, where disclosure is likely without consent, at the registration stage, to select criteria for processing from Schedules 2 and 3 of the Data Protection Act 1998 and the further legal issues contained within Appendix 1.

5.3 Nomination of Staff - In order to comply with the principle of security and the common law duty of confidentiality, this agreement contains a list of appropriate nominated officers (see Appendix 7)

- With whom contact should be made in relation to this Agreement
- Who are responsible for Data Protection and security compliance of their organisation

Any changes in responsible officers must be notified to the Agreement Holder, in writing.

5.4. Accuracy of Data - Each partner has a responsibility to maintain the accuracy of data supplied under this agreement. There is a statutory duty in the Data Protection Act 1998 on any partner supplying personal data to verify the information and advise the recipients if the data supplied is subsequently found to be inaccurate.

Where an inaccuracy is discovered, after a disclosure has been made, it will be the responsibility of the party discovering the inaccuracy to bring this to the notice of the data owner, in writing, who should notify all recipients of the correction.

5.5. Confidentiality, Security and Retention of Data - Each partner organisation shall at all times keep confidential all personal data supplied pursuant to this agreement.

This clause shall survive termination of the agreement or the withdrawal of or removal of any partner. Any publication of data supplied pursuant to this agreement will not identify any individual.

Each partner will take all reasonable steps to adequately protect the data from both a technological and physical point of view, and this includes manual files and transfers of data between partners. The Constabulary will grade the information provided to them, to restrict access, where this is applicable

One of the principles within Data Protection legislation states that excessive data must not be retained. It follows that data must be removed as soon as it is no longer required for the original purpose for which it was supplied or collected. To achieve this, partners are expected to introduce a procedure and nominate a person to conduct reviews at a cycle not exceeding 6 monthly.

5.6 Data Subject Requests

Individuals have the right of access to a copy of all information held about them on computer and manual files – unless an exemption applies where information can be withheld under certain circumstances. Partners will adopt common procedures for dealing with information access requests. See Appendix 8 for procedures on handling requests for individuals' access to information.

5.7 Complaints

Any complaint made will be brought to the attention of the nominated officer of the relevant partner, and they will be dealt with in accordance with their own policies and procedures. Partners will keep each other informed of developments following a complaint received, where relevant.

5.8 Compliance and Good Practice

All signatories agree that any further relevant guidance or codes of practice should be reviewed, submitted to and distributed via the agreement holder for consideration and possible attachment to this agreement.

5.9 Race Relations (Amendment) Act 2000 Impact Statement.

The assessment of relevance and impact of this agreement in relation to the public authorities' general duty under the Race Relations (Amendment) Act 2000 is the individual responsibility of the public sector signatories.

5.10 Publication of Agreement

5.10.1. This agreement may be published by each of the Signatories in accordance with their respective obligations under the Freedom of Information Act [FoIA] 2000. No section of the agreement is currently classed as 'Closed' under Freedom of Information.

5.10.2. The 'Durant' ruling of the Court of Appeal (Civil Division) in December 2003 has indicated that, in relation to this agreement, data linked to an individual's role, e.g. role title and contact number is not 'personal information'. Therefore the contact details of each Contact and Nominated Officer quoted within Appendix 7 will be published within the agreement under FoIA.

APPENDIX 6 - DEFINITIONS

For the purpose of this agreement the term:

“ACPO” is the Association of Chief Police Officers

“Caldicott Guardian” is a role within the NHS and Social Services Dept with responsibility for protecting and using patient/client identifiable information.

“Data Subject” within this agreement will be a victim or the alleged offender of domestic violence who has reported an incident to one of the partners to the agreement.

MARAC – Multi agency risk assessment conference. A MARAC is a meeting where information is shared on the highest risk domestic abuse cases between representatives of local police, probation, health, child protection, housing practitioners, IDVAS, and other specialists from the statutory and voluntary sectors. The primary focus of the MARAC is to safeguard the adult victim. The MARAC will also make links with others to safeguard children and manage the behaviour of the perpetrator. At the heart of the MARAC is the working assumption that no single agency or individual can see the complete picture of the life of the victim, but all may have insights that are crucial to their safety.

"Prevention of Offending" is activity, which reduces the likelihood of offending/re-offending by persons through provision of relevant information, that will reduce the risk factors associated with offending and promote protective factors.

“Personal data” is information that relates to a living individual that can be identified from those data, or from those data and other information which is in the possession of or is likely to come into the possession of the data controller. It includes any expression of opinion or intentions in respect of the individual.

“Data owner” is a person or organisation who controls the purposes, contents and use of personal data.

“Data controller” means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed.

‘Written consent’ refers to a form of consent signed by the victim, or the alleged perpetrator, which indicates their permission for the partner agency, as the ‘data owner’ to give information from their records to the agencies working within the local Scheme. A copy of this consent form (See Appendix 3) will be attached to the individual’s record and copied to the receiving agency when information is disclosed.

APPENDIX 7 - CONTACT INFORMATION

NOT AVAILABLE ON PUBLIC VERSION

APPENDIX 8 - PROCEDURES FOR HANDLING SUBJECT ACCESS REQUESTS

1. All Signatories should have internal procedures in place for handling and responding to Subject Access Requests (i.e. requests for access to Personal Data made pursuant to section 7 of the Data Protection Act 1998).
2. The following procedures should also be used for dealing with Subject Access Requests in respect of Personal Data which is held for Crime and Disorder purposes:
 - 2.1 On receipt of a Subject Access Request, if the request refers only to Personal Data Processed by the Signatory receiving the request, that Signatory should follow its own standard procedures for dealing with such requests.
 - 2.2 On receipt of a Subject Access Request, if the request refers to any Personal Data which originated from another Signatory it will be the responsibility of the Signatory receiving the Subject Access Request to contact the Signatory from whom the Personal Data Originated. via the nominated contact person to determine whether they wish to claim an exemption to withhold the Personal Data under the provisions of the Data Protection Act.
 - 2.3 Any decisions made to withhold Personal Data from a Data Subject should be taken with care, and if necessary, legal or other appropriate professional advice sought. They should also be formally recorded in case of subsequent dispute. There is no requirement to inform the Data Subject requesting access that Personal Data has been withheld from them for these purposes.
3. Third Party Information
 - 3.1 When a Signatory cannot comply with a Subject Access Request without disclosing information relating to another **individual** who can be identified from that information the provisions of sections 7 and 8 of the Data Protection Act 1998 shall govern whether or not the disclosure is made to Data Subject making the Subject Access Request.
4. Time Limit for Dealing with Subject Access Requests
 - 4.1 Subject Access Requests must be dealt with as quickly as possible in order to ensure that the Subject Access Requests are able to respond to the Subject Access Request within the 40 day period required by statute from the date that sufficient information is received from the Data Subject that enables the Signatory to process the Subject Access Request.