

Information Sharing Agreement

BETWEEN

**College of Policing Ltd of Leamington Road, Ryton on Dunsmore, Warwickshire,
CV8 2EN**

AND

**National Police Chiefs' Council (NPCC)
NPCC HQ address 10 Victoria St, Westminster, London, SW1H 0NN**

**To facilitate timely recruitment within the Police Service in England
and Wales.**

Document revision history

Date	Version	Revision	Comment	Author / Editor
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28/04/2020	V0.2	Second Draft	For practitioner circulation	Jessica Street
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1 Background

- 1.1 As the professional body for policing, the College of Policing (“**the College**”), have a remit to set standards for the police service on professional development, training, skills and qualifications. The College provides support to help the police service implement these standards.
- 1.2 The College is specifically responsible for setting the standards for, designing, and delivering assessment centres for the initial recruitment of police officers in England and Wales. Assessment centres are typically delivered at physical locations across the country - either by the College on behalf of police forces, or in some cases by the forces themselves for their own and other forces’ candidates, under a license agreement.
- 1.3 On 24 July 2019, the Prime Minister launched a national campaign to recruit 20,000 police officers in the next 3 years. With consideration to the flexible and remote working arrangements currently adopted by many organisations, there is a pressing need to facilitate police recruitment virtually with the use of an online assessment platform.
- 1.4 The College has procured an online assessment platform that will facilitate the virtual recruitment process, however this will require the College and police forces in England and Wales to efficiently share information in order to effectively complete a virtual recruitment process.

2 Purpose

- 2.1 The purpose of this agreement is to enable and formalise the information to be shared between the College of Policing and police forces in England and Wales, all of whom are jointly represented by the NPCC.
- 2.2 This agreement has been designed to:
 - Set out the framework and legal basis through which the information will be shared.
 - Describe the roles, structures and security procedures necessary to facilitate information sharing that is compliant with data protection legislation.
 - Demonstrate compliance with the ‘accountability’ principle.
 - Describe how this arrangement will be monitored and reviewed.
- 2.3 Information will be shared between the College and police forces in England and Wales for the purposes of facilitating the recruitment of police officers in a secure and effective manner that works towards fulfilling the commitment of the UK Government.

3 Scope / Parties

- 3.1 This Information Sharing Agreement relates to all information shared for the purposes outlined in the section above. A list of specific data fields that are anticipated to be shared between the parties is provided under Appendix C, however further data fields may be added or removed in accordance with the need of the recruitment process.

- 3.2 This Information Sharing Agreement applies to the College of Policing and the list of police forces listed in Appendix A, as collectively represented by the NPCC, also referred to as “parties” in this agreement.
- 3.3 The NPCC is signatory to this agreement on behalf of all forces listed in Appendix A through the National Data Protection and Freedom of Information Portfolio and the wider Information Management and Operational Requirements Coordination Committee (IMORCC).
- 3.4 Further Police forces, including non-Home Office forces, may be added at a later date subject to agreement of the terms contained in this document and the recruitment process coordinated by the College.

4 Lawful basis for sharing information

- 4.1 For the purposes of the Data Protection Act 2018 (DPA 2018) and the General Data Protection Regulation (GDPR), the College of Policing and the relevant Chief Constable for the police forces that are party to this agreement will be considered as individual data controllers. Information will be shared between each party on the basis of a controller to controller relationship.
- 4.2 Each party is expected to comply with data protection legislation by having appropriate privacy notices in place to inform data subjects at the point of collection how their data will be processed.
- 4.3 For the collective purposes of this agreement, as outlined in Sections 1 and 2, the College of Policing and police forces listed under Appendix A will rely on the lawful basis provided under GDPR Article 6(1)(e)¹, namely that facilitating the successful recruitment of police officers in England and Wales is a ‘public task’ carried out under ‘official authority’ vested in the College of Policing, as a professional standard setting body and police forces as the recruiting organisation.
- 4.4 Although the ‘public task’ lawful basis will be predominantly used, there may be other processing activities that engage other lawful basis under Article 6(1), which each controller will have the right to engage. If this occurs, each controller will ensure that any additional lawful basis is made clear to both the data subjects and to the controller receiving the information under this agreement.

¹ 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

- 4.5 Special categories of personal data² may also be collected and shared as part of each party's requirement to satisfy its duty under the Equality Act 2010, specifically to monitor diversity and act accordingly to ensure compliance. For these reasons, special categories of personal data will be processed under the lawful basis provided under GDPR Article 9(2)(g)³ with additional reference to Schedule 1, Part 2, para 8, DPA 2018⁴

5 Information to be shared

- 5.1 The personal data in scope of this agreement applies to three categories of data subject, namely:

- Candidates
- Assessors
- College Staff

- 5.2 The information in scope of this agreement can also be described as being used in four different ways, specifically:

- Full disclosure of a comprehensive list of candidates and associated information to be shared from each police force to the College of Policing (Provided under Appendix C).
- From the above list, Special categories of personal data will only be used to conduct monitoring of 'equality data' in compliance with the Equality Act 2010. High-level, anonymised statistics may be published, including categories of low numbers where it is in the substantial public interest to do so.
- From the original list, only basic identifiers of personal data will be extracted from the full list and uploaded, stored or otherwise processed on the procured online assessment tool.
- Where relevant, there may be reciprocal information sharing back to forces where the College of Policing will share candidate assessment results and provide access to candidate video interviews for contractual and legal identification purposes.

- 5.3 Below is a list of data fields that will be disclosed to the online assessment tool provider:

- Candidate name
- Candidate email address
- Candidate identification number
- Candidate responses to recruitment questions

² personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation

³ 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 Equality of opportunity or treatment

- Video interview
 - Assessor name
 - Assessor email address
 - Log in details / passwords
 - Assessor notes of candidate performance
 - College staff full name
 - College staff professional email address
- 5.4 A full list of all data fields that are in scope of this agreement have been provided under Appendix C. If additional information needs to be shared between parties, the list under Appendix C can be amended accordingly and re-shared with all parties.

6 Information sharing process (data flow)

- 6.1 This Information Sharing Agreement covers the sharing of personal data between the College of Policing and the police forces listed under Appendix A for the purposes explained in Section 1 and 2.
- 6.2 Although the secure transfer of personal data, in accordance with Section 7 (below), can happen in any sequence, it is expected that each party will only share personal data with the other in accordance with the agreed information sharing process (data flow map) that is included in Appendix B.
- 6.3 In particular, police forces must provide the necessary information, listed under Appendix C in CSV format. This will ensure a consistent compatible format that can be used with the online assessment platform.

7 Roles and Responsibilities

7.1 Key Contacts

- 7.1.1 Each party to this agreement will appoint an appropriate key contact sufficiently involved in the recruitment process who will ensure compliance with the terms of this agreement.
- 7.1.2 Police forces will make their key contact known to the College of Policing, who will maintain an up to date list and facilitate the sharing.
- 7.1.3 If a key contact leaves the organisation or moves to a different department, the police force will promptly inform the College of Policing to ensure an up to date list is maintained.
- 7.1.4 If a key contact leaves the College of Policing or moves to a different department, the organisation will promptly inform forces to ensure an up to date list is maintained.

7.2 Data Protection

- 7.2.1 The College of Policing and the Chief Constable for each force that is party to this agreement (and listed under Appendix A) is a data controller for the purposes of compliance with data protection legislation.
- 7.2.2 Information is shared between parties of this agreement on a 'controller to controller' basis making each party liable for how that information is processed while in their possession.
- 7.2.3 Although each party is a data controller and responsible for their own processing, all parties to this agreement agree to abide by the terms of this agreement and maintain a minimum standard of compliance with data protection legislation.
- 7.2.4 Each party must ensure compliance with the data protection principles, data subject rights requests and other relevant sections of the DPA 2018 and the GDPR.
- 7.2.5 As individual data controllers, it will be the responsibility of each party to deal with any data subject rights requests that they receive from candidates. Where necessary and appropriate to do so, consultation with the College of Policing o
- 7.2.6 Particular attention should be paid to the accuracy of information and efforts made to ensure information is accurate before sharing with another party.
- 7.2.7 Information received from another party to this agreement for the purposes stated in this document must only be used for those purposes unless there is a lawful basis to do otherwise.

7.3 Training

- 7.3.1 All parties should ensure that staff involved in the facilitation of the terms of this agreement must have attended data protection/Information management training and be familiar with the terms of this agreement.

7.4 Confidentiality

- 7.4.1 All parties should ensure that staff involved in the recruitment process or any part of the facilitation of the terms of this agreement uphold their contractual obligation to maintain confidentiality and not discuss or pass on any information, internally or externally unless there is a legitimate business or lawful reason to do so.

7.5 Handling Instructions

- 7.5.1 All information that is shared between parties of this agreement should be labelled with a handling instruction in accordance with the Government Security Classifications. For recruitment data, the classification is likely to be 'Official' and may contain an additional descriptor like Official – Sensitive if the information is potentially more damaging. For further information, please see the [Government Security Classification](#) guidance

7.6 Transfer of Information

7.6.1 All parties will ensure that information is only ever shared using a secure means of communication. Sharing between the College of Policing and police forces allows for the secure PNN email system to be used, which can handle attachments and CSV file types. PNN emails must be used in the first instance unless it is not possible, in which case an equally secure alternative should be used. Where an alternative method is used, the party must ensure that the message is sufficiently encrypted using TLS 1.2 encryption standards.

7.7 Incident management

7.7.1 If a personal data breach or similar incident is identified or suspected, the parties involved in the collection, transfer or any other type of processing connected to the incident, must be notified as soon as possible.

7.7.2 A personal data breach must be investigated by the controller where the breach originated as soon as possible and the full co-operation of other parties is expected and required. Article 33 of GDPR requires that, if necessary, a notification be made to the ICO without undue delay and, where feasible, within 72 hours of becoming aware of the data breach, therefore any personal data breach must be treated with urgency.

7.8 Paper Records

7.8.1 Parties to this agreement should avoid, wherever possible, the printing or storage of paper records that are derived from the information in scope of this agreement.

7.8.2 Where it is absolutely necessary to handle paper records in connection with this agreement, paper records should be stored securely, shredded or otherwise securely destroyed at the earliest convenience.

7.8.3 In the unlikely event paper records are required for longer periods, they should be stored securely, as per the controller data security policies and wherever possible staff should observe a clear desk policy during the day. Where paper records are duplicates of electronic files they should be destroyed at the earliest possible opportunity otherwise the retention period of the party holding the information would apply.

7.9 Storage and retention of electronic information

7.9.1 Any information received or being held in connection with the scope of this agreement must be held in a secure location with appropriate access controls that restrict unauthorised access.

7.9.2 All controllers should ensure that appropriate technical and organisational measures in place to protect the confidentiality, integrity and availability of information within the scope of this agreement.

7.9.3 Information received in connection with the scope of this agreement becomes the records of the receiving organisation and the local retention policy of that organisation will apply. Information must be securely destroyed at the end of the retention period in accordance with good practice and the local retention policy.

7.10 Freedom of Information

7.11 All parties are recognised as public authorities for the purpose of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR).

7.12 Where any party receives a freedom of information request that could apply to another organisation, where appropriate, they will observe the Code of Practice made under S.45 of the Freedom of Information Act 2000, which contains provisions relating to consultation with others who are likely to be affected by the disclosure (or non-disclosure) of the information requested.

8 Legal Jurisdiction

8.1 This agreement is governed by, and shall be interpreted in accordance with, the law of England and Wales.

8.2 In the event of a dispute, the parties to this Agreement agree to attempt to resolve such issues according to dispute resolution procedures. In the event that agreement cannot be reached, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear the case.

9 Review of the Information Sharing Agreement

9.1 This Information Sharing Agreement will be reviewed 12 months after its implementation and annually thereafter. The person responsible for initiating this process is the Data Protection Officer for the College of Policing.

9.2 If a significant change is required earlier than the review date, all parties will need to agree a new version, which will replace the old version with immediate effect after signatures are recorded.

10 Signatures

Signed on behalf of the College of Policing:

Signed	<i>Bernie O'Reilly</i>	Date	01 May 2020
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Name Bernie O'Reilly Position Deputy Chief Constable

Deputy Chief Executive Officer

(Print name & position of authorised signatory)

Signed on behalf of the Police forces listed in Appendix A:

Signed	<i>Nick Bailey</i>	Date	01 May 2020
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Name Nick Bailey Position Assistant Chief Constable

Greater Manchester Police

National Policing Lead for Freedom of Information & Data Protection

(Print name & position of authorised signatory)

Appendix A - List of Home Office police forces that are party to this agreement.

All forces below are being represented by the NPCC National Data Protection and Freedom of Information Portfolio Lead, under the Information Management and Operational Requirements Coordination Committee (IMORCC)

For clarity the 43 territorial police forces in England and Wales as listed below:

1. Avon and Somerset Constabulary
2. Bedfordshire Police
3. Cambridgeshire Constabulary
4. Cheshire Constabulary
5. City of London Police
6. Cleveland Police
7. Cumbria Constabulary
8. Derbyshire Constabulary
9. Devon and Cornwall Police
10. Dorset Police
11. Durham Constabulary
12. Dyfed-Powys Police
13. Essex Police
14. Gloucestershire Constabulary
15. Greater Manchester Police
16. Gwent Police
17. Hampshire Constabulary
18. Hertfordshire Constabulary
19. Humberside Police
20. Kent Police
21. Lancashire Constabulary
22. Leicestershire Police
23. Lincolnshire Police
24. Merseyside Police
25. Metropolitan Police Services
26. Norfolk Constabulary
27. North Wales Police
28. North Yorkshire Police
29. Northamptonshire Police
30. Northumbria Police
31. Nottinghamshire Police
32. South Wales Police
33. South Yorkshire Police
34. Staffordshire Police
35. Suffolk Constabulary
36. Surrey Police
37. Sussex Police
38. Thames Valley Police
39. Warwickshire Police
40. West Mercia Police
41. West Midlands Police
42. West Yorkshire Police
43. Wiltshire Police

Appendix B - Data flow diagrams



Dataflows 1-7.pdf



Journey Summary
v3.pdf



Results Data flow.pdf



Identification Data
Flow.docx.pdf

Appendix C - List of data fields for sharing

- First name (also shared with online platform provider)
- Last name (also shared with online platform provider)
- Email address (also shared with online platform provider)
- Date of birth
- National insurance number

Biographical / equality monitoring information

- Sex
- Gender identity
- Gender identity match
- Sexual orientation
- Marital status
- Pregnancy and maternity
- Religious belief
- Ethnicity
- Disability
- Reasonable adjustment
- Entry route
- First language
- Highest level of academic attainment
- Attainment in English
- Current/previous policing roles
- Previous force
- Date attended assessment (comes after assessment has taken place)

