

Dated

9th July

2018

The Police and Crime Commissioner for Suffolk

-and-

The Chief Constable of the Suffolk Constabulary

Information Sharing Agreement –
General Data Protection Regulation

THIS AGREEMENT is made on

2018

BETWEEN:

1. The Police and Crime Commissioner for Suffolk of Police Headquarters, Portal Avenue, Martlesham Heath, Ipswich, IP5 3QS (hereinafter referred to as “the PCC”); and
2. The Chief Constable of Suffolk Constabulary of Police Headquarters, Portal Avenue, Martlesham Heath, Ipswich, IP5 3QS (hereinafter referred to as “the Chief Constable”).

WHEREAS:

- (i) The PCC and Chief Constable have agreed to work together in co-operation to ensure the effective and efficient delivery of policing services. The PCC's Scheme of Governance and Consent 2018, which is the foundation of the Governance Framework between the PCC and Chief Constable provides that notwithstanding their separate legal identities as corporation sole the PCC and Chief Constable have such interdependence as to require the sharing of significant areas of business support. Further, section 2 (5) of the Police Reform and Social Responsibility Act 2011 ("the 2011 Act") provides that a Chief Constable must exercise the power of direction and control in such a way as is reasonable to assist the relevant Police and Crime Commissioner to exercise the Commissioner's functions. The sharing of business support, for example, Finance/Payroll, HR, ICT, Performance, Consultation, Legal, Vetting, is a co-operative arrangement for the effective delivery of business support essential to the operation of both corporation sole. By its very nature, the delivery of business support by the Chief Constable to the PCC means that personal data under the control of the PCC is processed by the Chief Constable.
- (ii) In the discharge of their statutory responsibilities as variously provided for, including within the 2011 Act and The Policing Protocol Order 2011, personal data will pass between the PCC and Chief Constable.
- (iii) In the conduct of the statutory relationship the PCC and Chief Constable will be data controllers for the purposes of the General Data Protection Regulation (hereinafter referred to as "the GDPR") and they will both process personal data that has been provided, one to the other, between them. The provisions in recital (ii) above provide the lawful basis for the processing of personal data between the PCC and Chief Constable pursuant to Article 6 of the GDPR.
- (iv) This agreement regulates the processing of personal data between the PCC and Chief Constable with a view to ensuring compliance with their respective responsibilities and obligations under the GDPR, and in particular Article 26 thereto.

IT IS AGREED AS FOLLOWS:

1. It is the responsibility of each of the parties to this agreement, namely the PCC and Chief Constable, to ensure that any processing of personal data by them is carried out in accordance with the requirements of the GDPR and other relevant and applicable data protection legislation.
2. The PCC will provide personal data relating to the PCC himself, appointees, employees and volunteers employed or engaged by the PCC (and more particularly described within the PCC's Statement of Policy on the GDPR dated 25 May 2018) to the Chief Constable for the purposes of the Chief Constable delivering services relating to finance/payroll, pension, human resources, vetting and other relevant related services.
3. The PCC will only provide such personal data as is necessary to provide such services as identified at clause 2 above.
4. The Chief Constable shall only use the personal data as provided at clauses 2 and 3 above for the specific purposes for which it is provided and strictly for no other purpose without the written authority of the PCC.
5. Access to the personal data provided at clauses 2 and 3 above will be restricted to the Chief Constable or those officers, staff and employees necessary to discharge the purposes for which the personal data is provided. The officers, staff and employees include those other officers, staff and employees of another organisation where the service is being provided jointly in a collaboration with another organisation or in an appropriately regulated arrangement with a partner.
6. The personal data provided at clauses 2 and 3 will not:
 - 6.1. be shared by the Chief Constable or those officers, staff and employees as identified at clause 5 otherwise than for the purposes described at clauses 2 and 3 without the written authority of the PCC;
 - 6.2. be further processed by any others apart from those identified in clause 5 without the written authority of the PCC;
 - 6.3. be copied, transferred or duplicated for purposes other than those for which it was provided without the written authority of the PCC;
 - 6.4. be retained for periods longer than those set out in the PCC's Statement of Policy on the GDPR, dated 25 May 2018.
7. The Chief Constable will ensure safe custody of the personal data provided by virtue of clauses 2 and 3 above at all times whilst the personal data is in his possession or control.

8. The Chief Constable will treat all the personal data provided by virtue of clauses 2 and 3 ethically, with integrity, fairness, honesty, respect, accountability, objectivity and transparency in accordance with the Police Code of Ethics.
9. The PCC and Chief Constable agree that in the discharge of their statutory functions where personal data of necessity will pass between them one to the other they will each use that personal data for the purposes of discharging their statutory functions by themselves or through their respective officers, staff, employees, appointees and volunteers.
10. The PCC and Chief Constable agree that the personal data supplied by virtue of clause 9 will not be passed to any third parties unless such passing of personal data is properly necessary for the discharge of the statutory functions of other agencies without the written authority of the other party.
11. The PCC and Chief Constable agree that such personal data provided by virtue of clause 9 will not be copied, transferred or duplicated for purposes other than as provided by clauses 9 or 10 without the written authority of the other party.
12. The PCC and Chief Constable agree that such personal data provided by virtue of clause 9 will not be retained for periods longer than as provided for in each party's respective, applicable and approved policies.
13. The PCC and Chief Constable will ensure that personal data supplied between them is of sufficient quality for its intended purpose in respect of its accuracy, validity, reliability, timeliness, relevance and completeness. All personal data supplied between the parties will be checked for quality purposes before its supply. Where personal data is found to be inaccurate or inadequate for the purpose the supplying party will take steps to ensure that the personal data is corrected and all other recipients notified of the need for correction. The parties each agree to have processes in place to monitor and check information quality.
14. The PCC and Chief Constable each agree that if any request is made for personal data that has been provided to them by the other party then the receiving party will report the request to the other party for consideration of response to the request in accordance with the GDPR and other relevant legislation.
15. The PCC and Chief Constable each agree that if a request for information under the provisions of the Freedom of Information Act 2000 is made and where such information belongs to the other party, the receiving party will report the request to the other party for consideration of response to the request in accordance with the 2000 Act.
16. The PCC and Chief Constable agree that where any data subject applies to either of them in relation to personal data supplied as set out in this agreement for the purposes of pursuing their rights under the GDPR then the receiving party will report the application to the other party for the purposes of agreeing how the application should be responded to in accordance with and in compliance with the GDPR and other related legislation.

17. The PCC and Chief Constable will ensure they keep an audit trail of the personal data that they have processed in accordance with this agreement.
18. The PCC and Chief Constable will on request provide each other with evidence that all aspects of this agreement are being complied with.
19. The PCC and Chief Constable each agree to allow each other to carry out audits to ensure that there is compliance with this agreement.
20. The points of contact for any issue arising from this agreement shall be the respective Data Protection Officer for each party.
21. The PCC and Chief Constable will ensure that any complaints received which touch and concern any issues relating to this Agreement will be referred to the parties' respective Data Protection Officers, who will liaise and consider the most appropriate course of action. Any potential breach of the GDPR or other similar legislation shall be brought to the attention of the parties' respective Data Protection Officers who shall deal with such breaches in accordance with each parties' respective and relevant data protection policies.
22. In the event of any dispute or difference arising between the parties, the Data Protection Officer for each party shall meet in an effort to resolve the dispute or difference.
23. The parties may at any time by 28 days' notice in writing terminate this agreement albeit recognising that an agreement will be required to regulate the data processing between them in compliance with the statutory and other arrangements that apply between them.
24. The agreement may be varied by mutual consent at any time providing such variation is evidenced in a written instrument signed by both parties and annexed to this agreement.
25. In this agreement the terms "data", "personal data", "data controller", and "processing" have the same meaning as in the GDPR and the terms "party" and "parties" mean respectively either the PCC or Chief Constable and the both of them.

SIGNATORIES TO THIS AGREEMENT

1. 

The Police and Crime Commissioner for Suffolk

2. 

The Chief Constable of the Suffolk Constabulary

