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ACRO

Criminal Records Office

Information Sharing Agreement

Between

National Police Chiefs' Council
ACRO Criminal Records Office

And

Medicines and Healthcare Products Regulatory
Agency (MHRA)



ACRO Criminal Records Office



Summary Sheet

Freedom of Information Act Publication Scheme	
Security Classification (GSC)	OFFICIAL
Publication Scheme Y/N	Yes
Title	A purpose specific Information Sharing Agreement between ACRO Criminal Records Office (ACRO), acting on behalf of the National Police Chiefs' Council (NPCC), and Medicines and Healthcare Products Regulatory Agency (MHRA).
Version	1.4
Summary	<p><i>Services</i></p> <p>This Information Sharing Agreement (hereafter referred to as the Agreement) formalises the arrangements for the ACRO Criminal Records Office (ACRO), acting on behalf of the National Police Chiefs' Council (NPCC), to provide Medicines and Healthcare Products Regulatory Agency (MHRA) with access to relevant information held on the Police National Computer (PNC), specifically convictions, cautions, reprimands and final warnings for enforcement purposes in relation to investigations by the MHRA with a view to prosecutions undertaken by the Crown Prosecution Service (CPS) for recordable and non-recordable offences and the circulation of wanted missing reports. The recording of details of individuals prosecuted by the MHRA under part 16 of the Human Medicine Regulations 2012, and other recordable offences where the MHRA act as the Prosecuting Agent on to the PNC for the purposes of investigations into offences committed in connection with the Human Medicine Regulations 2012.</p>
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Version Record

Version No.	Date	Amendments Made	Authorisation
1.0	04/02/2019	Annual Renewal, numerous amendments due to changes in process, GDPR and DPA 2018	AMdB, ACRO
1.1	12/03/2019	Amendments regarding service and contingency	AMdB, ACRO
1.2	10/04/2019	General amendments	AMdB, ACRO
1.3	17/05/2019	Amendments after DPO review	AMdB, ACRO
1.4	08/08/2019	Amendment to Warrant section	AMdB, ACRO

1. Partners to the Agreement

1.1. ACRO Criminal Records Office

PO Box 481
Fareham
PO14 9FS

1.2. Medicines and Healthcare Products Regulatory Agency (MHRA)

10 South Colonnade
London
E14 4PU

2. Purpose and Background of the Agreement

2.1. Purpose

2.1.1. The purpose of this Agreement is to formalise the arrangements for the ACRO Criminal Records Office (ACRO), acting on behalf of the National Police Chiefs' Council (NPCC), to provide MHRA with access to relevant information held on the Police National Computer (PNC), specifically convictions, adult cautions, youth cautions, reprimands and final warnings for enforcement purposes in relation to investigations by the MHRA with a view to prosecutions undertaken by the Crown Prosecution Service (CPS) for recordable offences (and non-recordable offences where they are recorded on PNC).

2.1.2. In addition, this Agreement formalises the arrangements for MHRA to request criminal conviction information held outside of the UK via ACRO.

2.1.3. This agreement formalises the arrangements for ACRO to create a Wanted Missing report on the PNC on behalf of MHRA as a consequence of a warrant being issued by UK court in connection with a MHRA prosecution.

2.1.4. This Agreement also formalises the arrangements for ACRO to record criminal offences of individuals in relation to investigations by the MHRA with a view to prosecutions undertaken by the CPS under Medical Devices Regulations 2002 and other recordable offences where the MHRA act in relation to investigations by the MHRA with a view to prosecutions undertaken by the CPS on to the PNC. In so doing, ACRO will provide the necessary prints from the PNC to support relevant judicial processes¹.

2.1.5. This Agreement will be used to assist in ensuring that:

- Information is shared in a secure, confidential manner with designated points of contact
- Information is shared only on a 'need to know' basis
- There are clear procedures to be followed with regard to information sharing
- Information will only be used for the reason(s) it has been obtained
- Data quality is maintained and errors are rectified without undue delay
- Lawful and necessary reuse does not compromise either party, and
- Subject information rights are observed without undue prejudice to the lawful purpose of either party

2.2. Background

2.2.1. ACRO is a national police unit under the NPCC working for safer communities. ACRO provides access to information held on the PNC to support the criminal justice work of some non-police prosecuting agencies; and assist safeguarding processes conducted by relevant agencies.

2.2.2. ACRO is the national police unit responsible for exchanging criminal conviction information between the UK and other countries.

¹ The practice of providing copies of a defendant's past record is well established within the work of Non Police Prosecuting Agencies.

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2.2.3. The MHRA are an executive agency of the Department of Health which regulates medicines, medical devices and blood components for transfusion in the UK. The agency plays a leading role in protecting and improving public health and supports innovation through scientific research and development.

3. Powers

3.1. MHRA Legal Basis

3.1.1. The MHRA was established under the Human Medicines Regulations 2012. The function of the MHRA is to investigate offences under 'the regulations', Medical Devices Regulations 2002, Fraud Act 2006, Misuse of Drugs act 1971 and Proceeds of Crime Act 2002. It is a competent authority for the purposes of law enforcement processing to the extent of these powers.

3.1.2. For the purposes of this part, "the law enforcement purposes" are the purposes of the prevention, investigation, detection or in relation to investigations by the [MHRA] with a view to prosecutions undertaken by the CPS of criminal penalties, including the safeguarding against the prevention of threats to public safety.

3.1.3. The MHRA investigations and prosecutions activities are concerned with offences under [the following offences]:

- Medical Devices Regulations 2002
- Fraud Act 2006
- Misuse of Drugs Act 1971
- Proceeds of Crime Act 2002
- Human Medicines Regulations 2012 (Reg 323 Human Medicines Regulations SI:1916 of 2012 - "the regulations")

3.1.4. The MHRA is permitted to process special category personal data for preventing or detecting unlawful acts when strictly necessary to meet the purpose and when the processing conditions of schedule 8 of the DPA 2018 are met. The condition(s) used for this agreement is:

- A function conferred by under any rule of law, necessary in the substantial public interest

3.2. ACRO Legal Basis

3.2.1. Section 22A of the Police Act 1996 enables police forces to discharge functions of officers and staff where it is in the interests of efficiency or effectiveness of their own and other police force areas. Schedule 7 paragraph 17 of the DPA 2018 establishes bodies created under section 22A of the Police Act 1996 as Competent Authorities.

3.2.2. ACRO is established through the National Police Collaboration Agreement relating to the ACRO Criminal Records Office (ACRO) under Section 22A of the Police Act 1996. This agreement gives ACRO the authority to act on behalf of the chief constables to provide PNC enquiry, update and disclosure services to non-police agencies and non-police prosecuting agencies.

3.2.3. ACRO have been delegated responsibility for managing the UK Central Authority for the Exchange of Criminal Records. As such, ACRO discharge the UK's responsibilities under EU Council Decisions 2009/315/JHA on the exchange of information extracted from the

criminal record and 2009/316/JHA European Criminal Record Information System (ECRIS) plus EU Framework Decision 93.

3.2.4. ACRO also exchange conviction information with countries outside of the EU via Interpol channels.

3.3. Code of Practice for the Management of Police Information

3.3.1. This agreement outlines the need for the Police and Partners to work together to share information in line with the Policing Purpose as set out in the Management of Police Information Code of Practice. In line with section 39A of the Police Act 1996, Chief Officers are required to give “due regard” to this statutory code. The Policing Purposes summarise the statutory and common law duties of the police service for which personal data may be processed and are described as:

- 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.

3.4. Human Rights Act 1998

3.4.1. Under Article 8 of the Human Rights Act 1998, all data subjects have a right to a respect for their private and family life, home and correspondence.

3.4.2. Interference with this right may be justified where lawful and necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others. Lawful intrusion by the police service requires proportionate use of personal data for any of the policing purposes.

3.5. Common Law Duty of Confidentiality

3.5.1. This Agreement takes into account the common law duty of confidentiality which applies where information has a necessary quality of confidence or where information is imparted in circumstances giving rise to an obligation of confidence that is either explicit or implied. Where the duty applies, disclosure will be justified only by:

- consent
- a legal duty
- a public interest through consent, legal duty and the public interest or for the safeguarding of one or more people.

4. Process

4.1. Overview

4.1.1. ACRO, in response to requests made by the MHRA, will conduct PNC searches and provide a PNC print to meet the information needs of MHRA.

4.1.2. The PNC data will comprise of:

- A Disclosure PNC print. The personal data disclosed under this print includes (if available): name, date of birth, birth place, sex (not colour), address, occupation, aliases (including DVLA name) and alias date of births. The home address that is printed in the ID part of the print is decided by the following rules:
 - If there is more than one home address on the record, the most recent address is used,
 - If there is no home address present, the most recent 'no fixed abode' address type will be used,
 - If neither of the above address types are present, the most recent 'Other' address is printed.
- A Prosecutors PNC print. The personal data disclosed under this print includes (if available): name, date of birth, birth place, address, driver number, aliases (including DVLA name) and alias date of births. The home address that is printed in the ID part of the print is decided by the following rules:
 - If there is more than one home address on the record, the most recent address is used,
 - If there is no home address present, the most recent 'no fixed abode' address type will be used,
 - If neither of the above address types are present, the most recent 'Other' address is printed.
- A Court/Defence/Probation PNC print. The personal data disclosed under this print includes (if available): name, date of birth, birth place, address, driver number, aliases (including DVLA name) and alias date of births. The home address that is printed in the ID part of the print is decided by the following rules:
 - If there is more than one home address on the record, the most recent address is used,
 - If there is no home address present, the most recent 'no fixed abode' address type will be used,

If neither of the above address types are present, the most recent 'Other' address is printed

4.1.3. In the event that no convictions are found on the PNC or the subject of the enquiry is 'No Trace', a response stating 'no relevant information held on PNC in relation to the subject of your enquiry' will be sent to the MHRA. This response will also indicate that in the absence of fingerprints the identity of the subject cannot be verified. Similar wording will apply to 'Trace' returns i.e. when a record is found and a PNC print provided.

4.1.4. The MHRA caseworker will review all referred information and may ask for additional information to aid decision making.

4.1.5. Where an offence has been committed resulting in a conviction in court, ACRO will record this information on the PNC as required by The National Police Records (Recordable Offences) Regulations 2000 (SI 2000/1139), on behalf of the MHRA.

4.2. PNC Searches

4.2.1. Requests for a PNC search are to be made by the MHRA on a 'Names Enquiry' form which will be supplied by ACRO separately.

4.2.2. The following personal data² is to be provided in support of each request:

- First name
- Any middle names
- Surname / family name
- Date of Birth (dd/mm/yyyy)
- Any alias details (names, DoB)
- Place of birth (where known)
- Address
- MHRA case reference

4.3. Additional Information Requirements

4.3.1. Other personal data which the MHRA caseworker may be aware of e.g. National Insurance Number, passport or driving licence number etc. can be provided to aid identification. This additional information will be used to confirm identity and is of particular value where the name or other personal details are identical on the PNC.

4.3.2. It is not necessary to obtain the additional information as a matter of course particularly if it is not currently recorded as part of the MHRA normal administrative procedures.

4.3.3. If required, ACRO will seek additional information from the MHRA to verify the identity of the subject of the request via the following secure MHRA mailbox:

4.3.4. No other mailbox is to be used unless this Agreement is updated to reflect a change of 'nominated' point of contact for the MHRA.

4.3.5. Where appropriate, the MHRA will make contact with the subject of the enquiry to seek the additional information required by ACRO.

4.4. Contingency Backup

4.4.1. The MHRA have direct access to PNC. However, under the terms of this Agreement, if the MHRA experience high levels of staff sickness, lose PNC connectivity or experience power outages leading to PNC terminal failure, or they experience any other occurrence which prevents the MHRA from using their direct access to the PNC, then they may, as necessary, have their PNC service requirements met by ACRO.

² Personal data is defined by Data Protection Legislation as information that relates to an identified or identifiable individual.

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4.4.2. In an event where MHRA require ACRO to provide a contingency service for PNC requirements a discussion would be needed, prior to any checks, in order to establish volumes and expected turnaround times. This is necessary in order to ensure ACRO can cope with the demand.

5. Submission

5.1. Names Enquiry Forms

5.1.1. Completed 'Names Enquiry' forms are to be sent via secure email to the following email address:

5.1.2. Erroneous/incomplete 'Names Enquiry' forms will not be processed. They will be returned to the MHRA as invalid and a reason provided.

5.2. Telephone Requests

5.2.1. Requests may be made by telephone in cases of emergency and 'Names Enquiry' form submitted retrospectively. Such requests can only be made by a limited number of the MHRA staff:

- ****

6. Provision of Information

6.1. Response to a PNC 'Names' Search

6.1.1. In response to a formal application, written or verbal, ACRO will provide the MHRA with the following information derived from the PNC in response to applications made in accordance with this Agreement:

- All convictions, cautions, warnings and reprimands.
- Additional information as deemed relevant by ACRO where there is a pressing social need to do so (via a Force Disclosure Unit as appropriate).

6.1.2. It should be noted that the service provided under this Agreement only covers the provision of certain PNC prints depending on the request submitted by the MHRA. The content of each type of print is defined in the list of PNC Printer Transactions which will be supplied by ACRO separately.

6.1.3. If the MHRA has a secondary query or wish to follow-up on the PNC information provided, a formal request is to be made through the nominated ACRO mailbox: ****

6.1.4. The MHRA will need to liaise directly with forces to explain specific information regarding the offending revealed in the prints provided under this Agreement or to gain access to statements, interviews under caution etc. relating to any previous offending. Forces may apply their own charges in respect of any information they disclose.

7. Recording Convictions on the PNC

7.1. Creating Records on the PNC

7.1.1. The process for creating records and assigning Arrest Summons Numbers (ASN) to prosecutions brought by Non Police Prosecuting Agencies (NPPA) is contained in the

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'National Standard for Recording NPPA Prosecutions on the Police National Computer' (the 'National Standard').

- 7.1.2. The MHRA undertakes to adhere to the requirements of the National Standard including the requirement to complete and submit the required NPA form in the agreed format together with a copy of the relevant information to the court in order for a record to be created on the PNC. Court dates are to be provided if known at the time of submission.
- 7.1.3. The MHRA will supply a duly completed NPA form in respect of every person for whom a PNC record is to be created. An ASN will be provided by ACRO in return. A delay in the process is likely to occur if the information provided on the NPA form by MHRA is incomplete or inaccurate.
- 7.1.4. As part of the record creation service provided by ACRO, the MHRA will be sent a PNC multi print for each ASN created. The multi prints consists of a Prosecutor's Print plus a Court/Defence/Probation Print. The content of each type of print is defined in the list of PNC Printer Transactions which will be supplied by ACRO separately.
- 7.1.5. Covering emails from ACRO under which the PNC prints will be returned to the MHRA will state that in the absence of fingerprints the subject's identity cannot be verified.
- 7.1.6. When an investigation by the MHRA leads to a court appearance, ACRO will update the PNC with the required details of any adjournment or disposal. These details are provided to ACRO through automated processes when the prosecution occurs at a Magistrates Court. However, these processes do not extend to prosecutions through the Crown Court and therefore the MHRA is to advise ACRO of any adjournments or disposal handed down by the court using the form which will be supplied by ACRO separately.
- 7.1.7. If, once a PNC record has been created by ACRO and an ASN issued to the MHRA, a decision is taken to deal with the offender by way of an 'Out of Court disposal' or proceedings are otherwise concluded by way of a discontinuance or 'No Further Action (NFA)' disposal, for instance on the advice of the Crown Prosecution Service (CPS), the MHRA will inform ACRO as soon as reasonably practical in order that the PNC record can be updated.

8. International Requests

8.1. Process

- 8.1.1. If the subject of an impending criminal prosecution to be conducted by MHRA is a foreign national, a request may be made via the International Criminal Conviction Exchange at ACRO to obtain, if available, details of the subject's conviction history in his/her country of nationality.
- 8.1.2. The purpose of this process is to enable the subject's full criminal history to be made available to the relevant Judicial Authority e.g. the court at which the case is being heard. MHRA shall act as representatives of the Judicial Authority in this process.
- 8.1.3. ACRO can submit requests to EU and Non-EU countries for criminal conviction information. The process of this is detailed in sections 8.2-8.4. Particular attention should be paid to section 8.3, and the instances ACRO will be able to accept requests under once the UK leave the European Union.
- 8.1.4. Requests should be made using the International Request form which will be supplied by ACRO separately and sent, one request per email, from the nominated MHRA mailbox to the ACRO International Requests Mailbox: ****
Erroneous or incomplete forms may delay the processing of the request.
- 8.1.5. ACRO will forward the request to the relevant national authority/ies for a response as per the instances set out in section 8.2-8.4.
- 8.1.6. Requests may be rejected if there is insufficient information to enable the receiving country to verify the identity of the subject, or if the mandatory nominal information is not supplied. Guidance on the required information will be sent to the MHRA separately, and ACRO will send updated copies if this information changes.
- 8.1.7. Once a response has been received from the country of nationality, ACRO shall forward the conviction/non-conviction information, including any necessary translation, to the nominated MHRA mailbox. If this mailbox is not .pnn, .gsi or .cjsm secure, then additional security protections may be required.
- 8.1.8. Notifications of conviction to the country of nationality of foreign nationals convicted as a result of MHRA prosecutions will take place automatically and no request is required. Such notifications may be subject to a risk assessment depending on the destination country.

8.2. Exchange of Criminal Records within the EU – Under EU Framework Decision 2009/315/JHA

- 8.2.1. If the subject is an EU national, then ACRO shall deal with the request under Council Framework Decision 2009/315/JHA.
- 8.2.2. There is a mandated response response time of 10 working days for the requested country to respond.
- 8.2.3. ACRO shall forward the information as soon as possible after it has been received from the requesting country and any necessary translation has taken place.

8.3. Exchange of Criminal Records within the EU – Post Brexit

- 8.3.1. Once the UK ceases to be a member of the EU, the UK's ability to exchange criminal conviction information under Council Framework Decision 2009/315/JHA will also conclude. The exact arrangement of how long the UK are able to exchange under this legislation are dependent on the outcome of the Ministerial vote of the Brexit deal.
- 8.3.2. If the UK leave the EU with a Brexit deal, then ACRO will be able to process all requests for criminal conviction information under Framework Decision 2009/315/JHA until the end of the transition period as per section 8.2.
- 8.3.3. If the UK leave without a Brexit deal, then ACRO will only be able to process requests for criminal conviction information under Framework Decision 2009/315/JHA until the date the UK leaves the EU.
- 8.3.4. Once the UK are no longer able to exchange criminal conviction information under Framework Decision 2009/315/JHA, exchange protocols with EU countries will revert to the 1959 Convention for Mutual Assistance in Criminal Matters.
- 8.3.5. Submission of requests to ACRO are expected to stay the same under the 1959 Convention, however there is no obligation for a country to respond under this legislation and no timescales for responses are set.
- 8.3.6. Requests made outside of criminal proceedings for EU countries are not covered under the 1959 Convention and therefore ACRO will be unable to process these.

8.4. Exchange of Criminal Records with Non-EU Countries

- 8.4.1. If the subject is a non-EU national, a request shall be submitted through Interpol to the destination country.
- 8.4.2. Under Interpol protocols, countries are not mandated to respond to requests for criminal conviction information. Therefore ACRO are unable to provide a turnaround time for responses.
- 8.4.3. ACRO shall forward the information as soon as possible after it has been received from the requesting country and any necessary translation has taken place.

8.5. Specific Data Handling

- 8.5.1. Any conviction information that is supplied by ACRO with regards to foreign convictions cannot be held on any system outside of ACRO/MHRA ownership (such as local information systems) and can only be used for the purposes (i.e. the specific case) for which it was requested, as stipulated in the EU Framework.

9. Wanted Missing Reports

9.1. Process

9.1.1. ACRO will create Wanted Missing (WM) reports on the PNC on behalf of the MHRA in the following circumstances a) in respect of persons who are eligible for arrest as a consequence of a warrant being issued by a UK court in connection with an MHRA investigation or b) in cases where a warrant hasn't been issued but a request for the creation of a WM has been submitted by the MHRA to the Head of ACRO and been authorised.

9.1.2. There needs to be clear documentation of the evidential suspicion threshold being met and the necessity of arrest, accepting this could take place anywhere in the country. It must be clear that arrangements are in place with contact details for an Officer in the Case (accessible 24/7) to make arrangements for the prisoner collection / handling in the respective force area within the requirements of PACE.

9.1.3. WM will not be created on behalf of the MHRA unless the person is 'wanted on warrant' or the creation is authorised by the Head of ACRO.

9.1.4. Requests for a WM to be circulated on the PNC are to be made using the WM01 form. Completed WM01 forms are to be sent via secure e-mail to:

9.1.5. In addition to the WM01 for the MHRA will need to:

- Provide a copy of the warrant issues by the court
- Provide a short narrative outlining why the person is wanted by the MHRA i.e. the grounds
- Provide contact telephone numbers of two 'On call' members of staff who are contactable on a 24/7/365 basis (this information will be recorded on the WM circulated by ACRO)
- Provide 'On call' staff with an 'arrest file' containing relevant information appertaining to nominal and the requirement for arrest (this information will be required by the police when the warrant is executed)
- Provide 'On call' staff with the ability to travel to any police station in the UK where the person under arrest is being held and to do so as quickly as possible

9.1.6. The WM01 form submitted by the MHRA will be reviewed by the ACRO SIRO who is a police superintendent: the MHRA will be advised by ACRO, via secure e-mail, as whether the warrant will be circulated on the PNC.

9.1.7. The MHRA must notify ACRO as soon as they become aware that the nominal has been arrested in order that the WM can be removed from the PNC.

9.1.8. Similarly, the MHRA will advise ACRO if, for whatever reason, the warrant is withdrawn and the nominal is no longer subject to arrest.

9.1.9. ACRO will review the WM reports after 12 months and at yearly intervals thereafter.

9.1.10. The circulation of WM's in relation to article 26 EAW/for Interpol will need to be done by the MHRA liaising with the National Crime Agency.

9.1.11. The MHRA should indicate on the WM01 as to whether the request is for a domestic WM circulation or whether the request is for an EAW Article 26 circulation in the 'Reason for Circulation' field of the WM01 form.

10. Information Security

10.1. Government Security Classification Policy

10.1.1. Parties to this Agreement are to ensure that personal data is handled, stored and processed at OFFICIAL level as defined by the Government Security Classification Policy (GSCP) and may carry the security marking OFFICIAL – SENSITIVE, in which case specific handling conditions will be provided.

10.1.2. Documents marked using GSCP will describe specific handling conditions to mitigate the risks necessitating such marking. These may include:

- Any specific limitations on dissemination, circulation or intended audience
- Any exception to consult should reuse be anticipated
- Additional secure handling and disposal requirements

10.2. Security Standards

10.2.1. It is expected that partners of this agreement will have in place baseline security measures compliant with or be equivalent to BS17799: 2005 and ISO/IEC 27001:2013 and HMG standards in relation to information security. Partners are at liberty to request copies of each other's:

- Information Security Policy
- Records Management Policy
- Data Protection Policy

10.2.2. Each partner will implement and maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage.

10.2.3. Each partner will ensure that employees or agents who have access to personal data have undergone appropriate Data Protection training to be competent to comply with the terms of this agreement.

10.3. Volumes

10.3.1. Is it estimated that for the year 2019-20, the MHRA will request c0 PNC checks, c20 PNC records to be created, c5 WM reports will be circulated for the year and c5 international requests.

10.3.2. The MHRA will advise ACRO if the number of PNC checks is likely to be exceeded.

10.3.3. ACRO will audit requests against the lawful basis and these volumes to ensure that personal data is not being disclosed contrary to the lawful basis and that the agreement is fit to meet any increase in lawful demand.

10.4. Transmission

10.4.1. With the exception of telephone requests in cases of emergency, contact between ACRO and the MHRA should only be made over a secure communication network and care must be taken where personal information is shared or discussed.

10.4.2. Emails must not be password protected, contain personal data or contain the descriptor 'Private and Confidential' in subject field, or be over 6MB in file size.

10.4.3. The MHRA reference number must be included in the subject field of every email sent to ACRO.

10.4.4. Where email transmission is unavailable, records may be transferred by post via encrypted disk, where encryption meets current industry standards.

10.5. Retention and disposal

10.5.1. Information shared under this Agreement will be securely stored and disposed by secure means when no longer required for the purpose for which it is provided as per each parties Information Security Policy, unless otherwise agreed in a specific case, and legally permitted. Each party will determine and maintain their own retention schedule.

11. Information Management

11.1. Accuracy of Personal Data

11.1.1. The parties will take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose for which it is processed, is erased or rectified without delay and will notify the partners to this agreement of the erasure or rectification.

11.1.2. Where a partner rectifies personal data, it must notify any competent authority from which the inaccurate personal data originated, and should notify any other data of the correction, unless a compelling reason for not doing so exists.

11.1.3. It is the responsibility of all parties to ensure that the information is of sufficient quality for its intended purpose, bearing in mind accuracy, validity, reliability, timeliness, relevance and completeness.

11.2. Accuracy Disputes

11.2.1. Should the validity of the information disclosed be disputed by the MHRA or a third party, the MHRA will contact ACRO to determine a suitable method to resolve the dispute.

11.3. Turnaround

11.3.1. This Agreement requires a 7 working day turnaround on all cases submitted to ACRO except international requests – see section 8 and where ACRO requires further information from the MHRA to make a positive match. In these circumstances, ACRO will process the enquiry when the required information has been supplied by the MHRA.

11.3.2. Responses to requests for additional information must be made by the MHRA within 10 working days. If ACRO do not receive the information, the request will be closed.

11.3.3. Information will be exchanged without undue delay. In the event of a delay outside of either parties' control, this will be informed to the other party as soon as practical.

11.3.4. An exception to the 7 working day turnaround are those occasions where the conviction data is held on microfiche in the national police microfiche library at Hendon. In these cases, ACRO will provide a response when the required information has been supplied by the custodians of the microfiche.

11.3.5. In some circumstances the MHRA may require information urgently, for example, due to ongoing court proceedings. In these circumstances ACRO will endeavour to complete the check more quickly as agreed with the MHRA. Such requests will be treated as an exception, and will be considered on a case by case basis.

11.3.6. ACRO will complete/update a record on the PNC within 3 working days of the receipt of a completed NPA form from the MHRA in respect of every person for whom a PNC record is to be created.

11.4. Quality Assurance and Control

11.4.1. ACRO employ strict quality control procedures and staff undertaking this work are all appropriately trained.

11.4.2. On a monthly basis ACRO can, if required, provide regular management information to the MHRA including:

- Number of PNC 'Names Enquiry' forms received
- Number of PNC Disclosure Prints provided
- Details of any cases that fall outside agreed 'Service Levels'
- Number of issues and/or disputes
- Number of Wanted Missing reports submitted

12. Complaints and Breaches

12.1. Complaints

12.1.1. Complaints from data subjects, or their representatives, regarding information held by any of the parties to this agreement will be investigated first by the organisation receiving the complaint. Each data controller will consult with the other parties where appropriate.

12.2. Breaches

12.2.1. Should information shared under this agreement be disclosed outside of this agreement, lost or stolen, then it will be the responsibility of the respective data controller to report this immediately and to follow their security incident reporting procedures.

12.2.2. All security incidents and breaches involving police data shared under this agreement must be reported immediately to the SPOCs designated in this agreement.

13. Information Rights

13.1. Freedom of Information Act 2000

13.1.1. Where a party to this agreement is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) all parties shall assist and co-operate with the other to enable the other party to comply with its obligations under FOIA and the EIR. This is in line with the requirements laid out in the Lord Chancellor's Code of Practice issued under section 45 of FOIA.

13.1.2. Where a party receives a request for information in relation to the information which it received from another party, it shall (and shall procure that its sub-contractors shall):

- Contact the other party within two working days after receipt and in any event within two working days receiving a Request for Information;
- The originating authority will provide all necessary assistance as reasonably requested by the party to enable the other party to respond to a request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the EIR.

13.1.3. On receipt of a request made under the provisions of the Freedom of Information Act 2000 in respect of information provided by or relating to the information provided by ACRO, the MHRA representative is to ascertain whether the NPCC wishes to propose the engagement of any exemptions via the NPCC FOI mailbox:
npcc.foi.request@cru.pnn.police.uk

13.1.4. The decision as to whether to disclose the information remains with MHRA, but will be made with reference to any proposals made by the NPCC.

13.2. Data Subject Information Rights

13.2.1. For the purpose of either party handling information rights under Chapter III of both the DPA 2018 and GDPR, it is necessary to ensure neither party causes prejudice to the unlawful activity of the other by releasing personal data disclosed by one party to the other, or indication by the method or content of their response that such data exists. The parties agree that consultation between the parties is necessary to identify relevant prejudice and ensure it is both substantial and proportionate to the exemption which is to be applied.

13.2.2. A relevant request requiring consultation includes those requests exercised under the rights to access, erasure, rectification, restriction or objection which requires consideration of data provide to one party by the other.

13.2.3. Consultation will occur without undue delay and no later than 72 hours after identification of the relevant request.

13.2.4. Where the MHRA receives a relevant request, the MHRA representative is to contact the ACRO Data Protection Officer at: dataprotectionofficer@acro.pnn.police.uk to ascertain whether the NPCC wishes to propose to the MHRA that they apply any relevant exemptions when responding to the applicant.

13.2.5. Where ACRO receives a relevant request, the NPCC Data Protection Officer is to contact the MHRA representatives to ascertain whether the MHRA wishes to propose to ACRO that they apply any relevant exemptions prior to responding to the applicant.

13.2.6. Both parties will otherwise handle such requests in accordance with the DPA 2018 and GDPR.

13.3. Fair processing and privacy notices

13.3.1. Each partner will take all reasonable steps to comply with the obligation to notify the data subject of the processing activity, unless an exemption applies.

13.3.2. ACRO will maintain a general notice, describing the mandatory privacy information at Articles 13 and 14 of GDPR and s44(1) and (2) DPA 2018. ACRO will not contact the data subjects directly with this privacy information on the basis that MHRA has already taken steps to inform the individual, or has exercised an appropriate exemption to article 13 or 14, or exercised an exemption at s44(4) DPA 2018.

13.3.3. MHRA will take all reasonable steps to inform the data subject that checks will be conducted through ACRO, except where doing so would prejudice the purpose of the check in a way which would allow use of an exemption to this obligation. Where MHRA does not provide this information to the data subject, ACRO agrees to rely upon the correct use of an exemption by MHRA and will not contact the data subject to avoid the same prejudice.

14. Reuse of Personal Data Disclosed under this Agreement

14.1. Personal data shall be collected for the specified, explicit and legitimate purposes stated in this document and cannot be further processed in a manner that is incompatible with those purposes without the written consent of the party that provided the information in the first instance, unless required to by law.

15. Roles and Responsibilities

15.1. Disputes

15.1.1. ACRO and the MHRA will designate Single Points of Contact (SPOC) who will work together to jointly solve problems relating to the sharing of information under this Agreement and act as point of contact in the event of a suspected breach by either party.

- ACRO (UK PNC enquiries and updates):
ACRO Head of Section

- ACRO (International requests):
ACRO Head of Section

- MHRA:
MHRA Management Team:

- MHRA:
MHRA:

15.1.2. Initial contact should be made by email with the subject heading:
FAO ACRO/MHRA ISA SPOC Ref no: XXXX

15.1.3. The above designated SPOCs will have joint responsibility of resolving all day to day operating issues and initiating the escalation process set out if/when necessary.

15.2. Escalation

15.2.1. In the event that the nominated SPOC cannot agree on a course of action or either party appears not to have met the terms and conditions of this Agreement, the matter should initially be referred jointly to the following:

- ACRO: Information Management Team
Records Management Supervisor

- MHRA:
MHRA Management Team:

15.2.2. Both ACRO and the MHRA SPOCs have a responsibility to create a file in which relevant information and decisions can be recorded. The file should include details of the data accessed and notes of any correspondence, meeting attended, or phone calls made or received relating to this Agreement.

16. Charges

16.1. Price and Rates

16.1.1. The MHRA shall pay ACRO for the provision of services set out in this Agreement and in line with the “Letter of Charges” provided to MHRA separately and are reviewed annually.

17. Review

17.1. Frequency

17.1.1. This ISA will be reviewed six months after implementation and annually thereafter.

18. Signature

18.1. Undertaking

18.1.1. By signing this Agreement, all signatories accept responsibility for its execution and agree to ensure that staff for whom they are responsible are trained so that requests for information and the process of sharing is sufficient to meet the purpose of this Agreement.

18.1.2. Signatories must ensure compliance will all relevant legislation.

Signed on behalf of ACRO	Signed on behalf of MHRA
Position Held: Head of ACRO	Position Held: Head of Enforcement
Date: 09/09/2020	Date: 04/09/2019
Amended: 20/04/2020	