



ASSOCIATION OF CHIEF POLICE OFFICERS

SERVICE LEVEL AGREEMENT

between the

**ASSOCIATION OF CHIEF POLICE OFFICERS
CRIMINAL RECORDS OFFICE**

And

Royal Society for the Prevention of Cruelty to Animals

For

**ACCESSING INFORMATION HELD ON THE POLICE NATIONAL
COMPUTER TO SUPPORT THE INVESTIGATION OF OFFENCES
AND PROSECUTION OF OFFENDERS**



Date of issue 27th September 2012

Cover + 17 pages

SUMMARY SHEET

ACCESSING INFORMATION HELD ON THE POLICE NATIONAL COMPUTER TO SUPPORT THE INVESTIGATION OF OFFENCES AND PROSECUTION OF OFFENDERS

ACRO Ref:	ACRO/3/312/23
PURPOSE	This Service Level Agreement (hereafter referred to as the Agreement) formalises the arrangements for the ACPO Criminal Records Office (ACRO) to provide the Royal Society for the Prevention of Cruelty to Animals (RSPCA) with access to information held on the Police National Computer (PNC) to create PNC records to show Impending prosecutions, supply arrest summons numbers, and add court results, when available, for criminal investigations and prosecutions conducted by RSPCA.
PARTNERS	ACPO Criminal Records Office (ACRO) Royal Society for the Prevention of Cruelty to Animals (RSPCA)
Date Agreement comes into force:	17 th November 2012
Date of Agreement Review:	16 th November 2013
Agreement Owner:	ACPO Criminal Records Office
Agreement drawn up by:	Shaun Beresford
Location of Agreement in force:	ACRO SLA library
Protective Marking:	PROTECT

VERSION RECORD

Version No.	Date	Amendments Made	Authorisation
0.1	26 th June 2011	First Version	Shaun Beresford
0.2	23 rd September 2011	Second Version	Shaun Beresford
1.0	10 th October 2011	Final Version	Shaun Beresford

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1. INTRODUCTION

The Royal Society for the Prevention of Cruelty to Animals (RSPCA) are a charity which will, by all lawful means, prevent cruelty, promote kindness to and alleviate suffering of all animals.

2. PURPOSE

This Service Level Agreement (hereafter referred to as the Agreement) formalises the arrangements for the ACPO Criminal Records Office (ACRO) to provide the Royal Society for the Prevention of Cruelty to Animals (RSPCA) with access to information held on the Police National Computer (PNC) to create PNC records to show Impending prosecutions, supply arrest summons numbers, and add court results, when available, for criminal investigations and prosecutions conducted by RSPCA.

3. PARTNER(S)

This Agreement is between the following Partners:

ACPO Criminal Records Office (ACRO)
PO Box 481
Fareham, PO14 9FS

Royal Society for the Prevention of Cruelty to Animals
Wilberforce Way, Southwater, Horsham,
West Sussex, RH13 9RS

4. POWER(S)

This Agreement fulfils the requirements of the following:

- Common Law Powers of Disclosure;
- The Crime and Disorder Act 1998 (section 115);
- The Rehabilitation of Offenders Act 1974;
- The Human Rights Act 1998 (Article 8); and
- The Data Protection Act 1998 (sections 29(3) and 35(2)).

Any information that is shared should meet one or more of the policing purposes referred to in the Code of Practice for the Management of Police Information (MOPI) and the sharing of information should only take place where it is valid and legally justified.

5. PROCESS

The RSPCA will make requests for information to ACRO and will be provided with a copy of the relevant PNC print or a response to the effect that no record exists on the PNC.

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

Personal data shared in accordance with this Agreement will only be used for the specific purpose for which they are requested.

6. TYPES OF INFORMATION TO BE PROVIDED

The RSPCA will provide ACRO with the following information;

- First name(s) (John/Edward/Benjamin);
- Surname (SMITH);
- Any Alias Details (Names, DOB);
- Date of birth (dd/mm/yyyy);
- Place of Birth (where known);
- Address;
- RSPCA case reference.

The above information is required in all instances and regardless of whether the subject is a defendant or witness. Other information which the caseworker may be aware of e.g. NI number, passport or driving licence number etc can be provided to aid identification if known.

In response to a formal application, ACRO will provide the RSPCA with the following information derived from the PNC;

- All Convictions, Cautions, Warnings & Reprimands
- All Impending Prosecutions
- Other information as deemed relevant by ACRO

A variety of PNC prints are available and the appropriate print will be provided to meet specific requirements i.e. a Disclosure Print, a Prosecutor's Print, a Defence Print etc. The complete range of Printer Transactions is shown at Annex A for ease of reference.

7. SPECIFIC PROCEDURES

Making a request for information

Requests for information are to be submitted by the RSPCA using the 'Names Enquiry' form attached at Annex B.

Completed forms are to be sent via secure email i.e. cjsm, gsi etc to the following email address; npa@acro.pnn.police.uk

The RSPCA reference number and whether the enquiry relates to a suspect, defendant, victim or witness must be included in the subject field of the email.

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

Requests for information may be made by telephone in cases of emergency, for example, where there is a risk of immediate violence and the 'Names Enquiry' form submitted retrospectively.

Erroneous/incomplete enquiry forms will not be processed. They will be returned to the RSPCA as invalid and a reason provided.

Providing information from the PNC

ACRO will provide the RSPCA with a pdf version of a relevant PNC print which includes all recorded conviction, cautions, warnings and reprimands together with a PNC ID number.

Where the PNC check reveals an 'Impending Prosecutions' (IP), ACRO will provide the details of the force(s) or non-police agency bringing the prosecution.

If the RSPCA has a secondary query or wish to follow-up on the PNC information provided, they will make a formal request (via email) to the nominated ACRO Mailbox; npa@acro.pnn.police.uk

Creating records on the Police National Computer

The process for creating records and assigning Arrest Summons Numbers (ASN) to prosecutions brought by Non Police Prosecuting Agencies is contained in the 'ACPO National Standard for Recording NPPA Prosecutions on the Police National Computer'.

Where necessary or appropriate, the RSPCA undertakes to adhere to the requirements of the National Standard including the completion and submission of the required NPA 01-3 forms. Court dates are to be provided if known at the time of submission of the NPA01 form.

For each Nominal, the RSPCA will supply a duly completed 'NPA 01' form in the manner described above, which will be used by ACRO to create an entry on the PNC and provide an ASN to the RSPCA. A delay in the process is likely to occur if the data set provided on the NPA 01 form is incomplete or inaccurate.

Additional information requirements

ACRO will not disclose information to the RSPCA unless a positive match to a PNC record has been made using the information provided by the RSPCA on the 'Names Enquiry' form (Annex B) or NPA 01 form.

If required, ACRO will seek additional information from the RSPCA via the following secure RSPCA Mailbox: terry.stoud@rspca.cjism.neti

No other Mailbox is to be used unless this Agreement is updated to reflect a change of "nominated" contact point for the RSPCA.

If the RSPCA are unable to provide additional information they will, where necessary, make contact with the Data Subject to seek the additional information required by ACRO.

Quality Assurance & Control

ACRO employ strict Quality Control procedures and staff undertaking this work are all appropriately trained.

On a monthly basis ACRO can, if required, provide regular management information to the RSPCA including;

- Number of PNC 'Names Enquiry' forms received
- Number of PNC prints provided
- Number of records created on the PNC
- Details of any cases that fall outside agreed 'Service Levels'

Disputes procedure

Where the validity of the PNC information disclosed by ACRO is disputed, the RSPCA will contact ACRO to determine a suitable method to resolve that specific dispute.

Volumes

It is estimated that for FY 2012/13 the RSPCA will request 1450 PNC checks and require 1450 x PNC records to be created.

The RSPCA will advise ACRO if the number of PNC checks is likely to be exceeded, to ensure that revised volumes are manageable.

Service Levels

This Agreement requires a 7 day turnaround on all cases submitted to ACRO except where ACRO requires further information from the RSPCA to make a positive match. In these circumstances, ACRO will process the enquiry when the required information has been supplied by the RSPCA. Responses to requests for additional information must be made by the RSPCA within 10 working days. If we do not receive the information, the request will be closed and invoiced.

A further exception to the 7 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.

The RSPCA will be advised in all circumstances if the 7 day turnaround cannot be met.

Transmission

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

Similarly, requests and replies should not be communicated via insecure email as the Internet is not secure and must not be used for the transmission of personal/sensitive personal data.

8. CONSTRAINTS ON THE USE OF THE INFORMATION

Government Protective Marking Scheme

Parties to this agreement undertake to ensure that personal data are handled, stored and processed at RESTRICTED level as defined by the Government Protective Marking Scheme (GPMS).

The information shared should not be disclosed to any third party without the written consent of the Party that provided the information. It should be stored securely and deleted when it is no longer required for the purpose for which it is provided.

Data Protection Act 1998

The receipt by the RSPCA of a request from a Data Subject to access the data covered by this Agreement must be reported immediately to the ACRO representative named below.

If any Party receives a request under the subject access provisions of the Data Protection Act 1998 and personal data is identified as belonging to another Party, the receiving Party will contact the other Party to determine if the latter wishes to claim an exemption under the provisions of the Act.

It is acknowledged that where either Party cannot comply with a request without disclosing information relating to another individual who can be identified from that information, it is not obliged to comply with the request, unless;

- i. The other individual has consented to the disclosure of the information to the person making the request; or
- ii. It is reasonable in all the circumstances to comply with the request without the consent of the other individual.

In determining whether it is reasonable, regard shall be had, in particular, to:-

- i. Any duty of confidentiality owed to the other individual;
- ii. Any steps taken by the Data Controller with a view to seeking consent of the other individual;
- iii. Whether the other individual is capable of giving consent; and,
- iv. Any express refusal of consent by the other individual.

In accordance with each Parties statutory obligations under the Data Protection Act 1998, each Party shall give reasonable assistance as is necessary to enable the other Party to:

- i. Comply with requests for subject access from the Data Subjects;
- ii. Respond to Notices served upon them by the Information Commissioner;
- iii. Respond to complaints from Data Subjects;
- iv. Investigate any breach or alleged breach of confidentiality.

Where either Party receives a Notice under Section 10 of the Data Protection Act 1998, that Party will contact the person nominated below to ascertain whether or not to comply with that Notice.

Freedom of Information Act 2000

Where the RSPCA receives a Request for Information (RFI) under the provisions of the Freedom of Information Act 2000 in respect of information provided by or relating to the information provided by ACRO, they will contact the person nominated below to ascertain whether ACRO wishes to claim any exemption including the determination of whether or not ACRO wishes to issue a response neither to confirm nor deny that information is held.

9. ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

Disputes

The following Single Points of Contact (SPoC) will work together to jointly solve problems relating to the sharing of information under this Agreement.

ACRO Head of Section – *****

If the above individual is unavailable contact should be made with *****

RSPCA Enforcement Officer – Terry Stroud

If the above individual is unavailable contact should be made with *****

The above named RSPCA representatives will have responsibility of resolving all day to day operating issues and initiating the escalation process set out below if/when necessary.

Escalation

In the event that the nominated ACRO and RSPCA SPoCs 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:

Shaun Beresford, ACRO Business Relationship Manager,

Sally Case, Head of Prosecutions (RSPCA)

Both nominees have a responsibility to create a file in which information regarding the information sharing and decision made 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.

10. CHARGES

The RSPCA shall pay ACRO for the provision of services set out in this Agreement. The agreed Price and Rates are as follows:

Ser	Contracted Service	Cost	Remarks
(a)	(b)	(c)	(d)
1	PNC Names enquiry	£*****	Includes PNC print if a record exists
2	PNC Print (various)	£*****	Cost per print or copy thereof
3	PNC record creation	£*****	Includes relevant PNC Prints & case disposal
4	Courier Service	@ cost recovery	If required

The charges applied to service provision are deemed to include all costs and overheads and all charges associated with the employment and retention of staff.

The charge applied for record creation is a transaction charge and not a charge to be levied in respect of each offence entered onto the PNC by ACRO, in a single transaction, for which an ASN is generated i.e. 1 x transaction involving 6 offences = £*****.

This charge will cover all elements of record creation and management of case disposal by ACRO on behalf of the RSPCA.

Value Added Tax is not applicable to the service provided.

The charges applied shall be firm for the initial Agreement period, namely the period set out in Condition 12 below.

The RSPCA will provide ACRO with a Purchase Order each year commencing on the date of renewal of this Agreement of sufficient value to cover the estimated checks to be carried out in the contracted period.

ACRO shall submit an original invoice quoting the Purchase Order number to the RSPCA at quarterly intervals in arrears in respect of the service provided. Each invoice shall be accompanied by an email which will contain all appropriate references, a detailed breakdown of the services and the appropriate charge per check.

Invoices shall contain the following information:

- Purchase Order Number;
- The Service Level Agreement Reference Number;
- The period the service charge refers to;
- All applicable service charges;
- The name and address of both Parties (ACRO & RSPCA).

The RSPCA shall pay all monies owed to ACRO within a period of 30 days from receipt of the original invoice unless the amount shown on the invoice is disputed by the RSPCA.

If the RSPCA is in default of this condition, ACRO reserves the right to withdraw the service by advising in writing.

11. REVIEW, RETENTION AND DISPOSAL

Partners to this Agreement undertake that personal data shared will only be used for the specific purpose for which it is requested. Information that is shared will be securely stored and disposed of when it is no longer required. Either partner may request a copy of the others information security policy (where it exists) when sensitive personal data is to be shared.

Files containing information from partner sources will be reviewed in line with current policy.

12. REVIEW OF THE INFORMATION SHARING AGREEMENT

The Agreement will be reviewed 6 months after implementation and annually thereafter. The nominated holder of this Agreement is ACRO.

The format of the Agreement is based on the national template for Information Sharing, which forms part of ACPO (2010) Guidance on the Management of Police Information (MOPI).

13. INDEMNITY

The RSPCA will not release the information to any third party without obtaining the express written authority of ACRO unless such disclosure is for the purposes defined in this Agreement or they are otherwise required to do so by law.

The RSPCA, as receivers of police information, will accept total liability for a breach of this Agreement should legal proceedings be served in relation to the breach. An Indemnity form is attached at Annex C.

14. SIGNATURE

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

Signatories must also ensure that they comply with all relevant legislation.

PROTECT

Signed on behalf of ACRO:		Signed on behalf of RSPCA:	
Signature:		Signature:	
Full Name:	Shaun Beresford	Full Name:	
Position held:	ACRO Senior Manager	Position held:	
Date:	27.09.12	Date:	

Annex A – PNC PRINTER TRANSACTIONS

1. INTRODUCTION

The PNC Names application produces a range of printouts that have been specifically designed to meet the requirements of the Police Service, other Criminal Justice Service (CJS) Organisations and for disclosure to Home Office approved agencies.

2. ON-LINE PRINT

The following on-line prints are available:

- Police Print
- Disclosure Print
- Prosecutors Multiple File Print
- Prosecutors Print
- Court / Defence / Probation Print
- Witness Print
- Probation Service Print (Pre-Sentence Report Only)
- Prison Print

3. POLICE PRINT

The Police Print has been designed to provide various options. Once selected a secondary menu is presented, comprising a choice of the 13 items described below. Each section required is marked in the normal manner and any number of sections may be selected for printing at the same time. However, requesting ALL sections of the Police Print should not be done without full consideration of the volume of data that will be printed.

4. DISCLOSURE PRINT

This printout is designed for responding to requests from Non-Police Agency vetting enquiries on a particular person authorised in accordance with Home Office Circulars. A detailed list of Home Office Circulars is at Appendix 5. The printout is designed to exclude all information that is not relevant to the enquiring agency.

In addition to the standard information, the front page also displays a warning in relation to subject identity and the Rehabilitation of Offenders Act 1974. Also present is the PNCID of the subject of the printout and the total number of pages produced.

5. PROSECUTORS AND COURT MULTIPLE PRINTS

This print option has been designed to provide multiple printouts in accordance with The Manual of Guidance for the Preparation, Processing and Submission of Files covered under Pre-Trial Issues. It has been designed to have a default setting for one copy of the Crown Prosecution Service (CPS) printout (see Section 8 of this chapter), plus four copies of the Court/Defence/Probation printout (see Section 10 of this chapter), to the designated printer. The operator has the option to amend the number of each type of printout to suit local needs (to a maximum of 99 each).

However, it has been agreed nationally, between ACPO and the Lord Chancellor's Department that providing that these five printouts are submitted on A4 paper produced from a laser printer, additional copies will be photocopied by the Courts, if required.

6. PROSECUTORS PRINT

This printout has been designed in consultation with the Crown Prosecution Service (CPS). It provides the CPS with details of Impending Prosecutions and the Conviction History. As agreed by the ACPO Crime Committee, it **does not** disclose the Police Method of Offence.

7. WITNESS PRINT

This printout is available to anyone with entitlement to use the Court/Defence/Probation print for the purpose of witness vetting. It shows the subject's Name and Alias names (other identification details like Date of Birth, Sex, Colour and Height are not shown), plus Convictions Summary, Impending Prosecutions, Convictions and Cautions/Reprimands/Warnings.

8. COURT/DEFENCE/PROBATION PRINT

This printout has been designed in consultation with the Lord Chancellor's Department, Justices' Clerks' Society and the Probation Service. It has been agreed between ACPO and the LCD that providing that it is produced on A4 paper from a laser printer it is suitable for direct submission to the Courts in accordance with The Manual of Guidance for the Preparation, Processing and Submission of Files.

9. PROBATION SERVICE PRINT (Pre-sentence report print only)

This printout is used solely by the Probation Service for use in the preparation of pre-sentence reports. A copy of the Court/Defence/Probation printout is also used by the Probation Service in the preparation of breach hearings or to update information held on an offender.

10. PRISON PRINT

This printout has been designed for submission to the Prison Service for information required to be passed for the handling of prisoners. It contains only Warning Signals, Record Summary, Impending Prosecutions and Conviction History.

Annex B – Names Enquiry Form

RESTRICTED WHEN COMPLETE	
1. Subject Details (this section must be completed in all cases)	
NPPA Case Reference	
Title	Mr Mrs Miss Other (please specify)
Surname	
Previous Surname (include maiden names and any other names changed by deed poll)	
Forename	
Middle Name	
Previous Name	
Any Other Names used:	
Date of birth (DD/MM/YYYY)	
Place of Birth (town and County)	
Gender	Male Female
Present Address	
Previous Address	
2. The following information should be provided if known (this section is not mandatory)	
Occupation	
National Insurance Number	
Passport Number	
Drivers Licence Number	
Has the applicant ever been arrested / convicted of an offence?	Yes No
RESTRICTED WHEN COMPLETE	

Annex C – Indemnity Form

1. IN CONSIDERATION OF THE PROVISION OF INFORMATION IN ACCORDANCE WITH THE SUPPLY OF CONVICTIONS AND CAUTIONS ON PERSONS WHO ARE TO BE PROSECUTED OR CONSIDERED FOR PROSECUTION, THE ROYAL SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS UNDERTAKES TO INDEMNIFY ANY PERSONS OR ANY AUTHORITY REFERRED TO IN PARAGRAPH 2 BELOW, AGAINST ANY LIABILITY, WHICH MAY BE INCURRED BY ANY SUCH PERSON OR AUTHORITY AS A RESULT OF THE PROVISION OF SUCH INFORMATION.

PROVIDED THAT THE INDEMNITY SHALL NOT APPLY:

- (a) WHERE THE LIABILITY ARISES FROM INFORMATION SUPPLIED, WHICH IS SHOWN TO BE INCOMPLETE OR INCORRECT, UNLESS THE PERSON OR AUTHORITY CLAIMING THE BENEFIT OF THIS INDEMNITY ESTABLISHES THAT THE ERROR DID NOT RESULT FROM ANY WILFUL WRONGDOING OR NEGLIGENCE ON HIS OR ITS PART OR ON THE PART OF ANY OTHER PERSON OR AUTHORITY REFERRED TO IN PARAGRAPH 2 BELOW:
 - (b) UNLESS THE PERSON OR AUTHORITY CLAIMING THE BENEFIT OF THIS INDEMNITY NOTIFIED THE ROYAL SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS AS SOON AS POSSIBLE OF AN ACTION, CLAIM OR DEMAND TO WHICH THIS INDEMNITY APPLIES, PERMITS THE ROYAL SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS TO DEAL WITH THE ACTION, CLAIM OR DEMAND BY SETTLEMENT OR OTHERWISE RENDERS THE ROYAL SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS ALL REASONABLE ASSISTANCE IN SO DEALING;
 - (c) TO THE EXTENT THAT THE PERSON OR AUTHORITY CLAIMING THE BENEFIT OF THIS INDEMNITY MAKES ADMISSION, WHICH MAY BE PREJUDICIAL TO THE DEFENCE OF THE ACTION, CLAIM OR DEMAND.
2. PERSONS WHO MAY CLAIM THE BENEFIT OF THE INDEMNITY ARE AS FOLLOWS: -
- (a) ANY RELEVANT POLICE AUTHORITY
 - (b) ANY RELEVANT CHIEF OFFICER OF POLICE
 - (c) ANY SERVING OR FORMER MEMBER OF THE POLICE SERVICE
 - (d) ANY SERVING OR FORMER CIVILIAN EMPLOYEE OF THE POLICE SERVICE OR RELEVANT POLICE AUTHORITY
 - (e) THE ASSOCIATION OF CHIEF POLICE OFFICERS.

SIGNED DATED

POSITION