

NOT PROTECTIVELY MARKED

Template Version 6.0

Freedom of Information Act Publication Scheme	
Protective Marking	Not Protectively Marked
Publication Scheme Y/N	Y
Title	A purpose specific information sharing agreement between the Metropolitan Police Service (MPS) Richmond upon Thames Borough and the Youth Offending Team (YOT) of Richmond upon Thames
Version	Version 1
Summary	A proposal to establish an information sharing agreement between Richmond upon Thames Police and the Youth Offenders Team at Richmond Upon Thames for the purpose of sharing information for a preventative measure to ensure young people 'at risk' receive appropriate services and support
(B)OCU or Unit, Directorate	TW
Review Date	19th December 2011
Date Issued	18th December 2012

NOT PROTECTIVELY MARKED

ISA Ref: GN97/11/59

A Purpose Specific
Information Sharing Agreement
between the
Richmond upon Thames Police
and the
**Youth Offending Team at
Richmond upon Thames**



**METROPOLITAN
POLICE**

Working together for a safer London

Index

		Page
Section 1	Purpose of the Agreement	4
Section 2	Specific purpose for sharing Information	5
Section 3	Management Summary	6
Section 4	Objectives of the Partnership	8
Section 5	Legal Basis for Sharing Information and Specifically what will be shared	10
Section 6	Descriptions of Arrangements including Security Matters	18
Section 7	Agreement to abide by this arrangement	22
Appendix A	Flowchart showing the process of Sharing Information	23

Section 1. Purpose of the Agreement

This agreement has been developed to:

- Define the specific purposes for which the signatory agencies have agreed to share information.
- Describe the roles and structures that will support the exchange of information between agencies.
- Set out the legal gateway through which the information is shared, including reference to the Human Rights Act 1998 and the common law duty of confidentiality.
- Describe the security procedures necessary to ensure that compliance with responsibilities under the Data Protection Act and agency specific security requirements.
- Describe how this arrangement will be monitored and reviewed. This should be after six months initially and annually thereafter. A suggested agenda is available from the ISSU
- In addition, completion of this document will ensure that the Metropolitan Police Service can meet the information sharing requirements of the Guidance on the Management of Police Information (MoPI).

The signatories to this agreement will represent the following agencies/bodies:

1. Metropolitan Police, Richmond upon Thames Borough
2. Youth Offending Team, Richmond upon Thames

Section 2.
Specific Purpose for Sharing Information

This information sharing agreement between the Metropolitan Police, Richmond upon Thames and Richmond upon Thames, Youth Offending Team (YOT) is for the purposes of:

- Identifying those children and young persons under the age of 18 who are actively engaged in criminal activity so that they may be diverted from committing crime and antisocial behaviour.
- The YOT making a risk assessment for its staff to enable them to carry out their functions safely when engaging with young persons and/or their family members and victims of crime.
- Identifying those children and young persons actively engaging in criminal activity in order to identify and safeguard vulnerable and high risk individuals and locations, and in order to prevent, detect and reduce crime and disorder.
- Fulfilling obligations placed on both organisations by the Code of Practice for Victims of Crime

Section 3. **Management Summary**

Effective information sharing partnerships can deliver significant benefits, it supports MPS strategies and objectives surrounding vulnerable victim groups and reducing crime and can aid in the prevention and detection of crime and disorder.

3.1 Richmond upon Thames Youth Offending Team (YOT)

Youth Offending Teams (YOTs) were established under the Crime and Disorder Act 1998. There is a YOT in every local authority in England and Wales. They are made up of representatives from the police, Probation Service, social services, health, education, drugs and alcohol misuse and housing officers. Each YOT is managed by a YOT manager who is responsible for co-ordinating the work of the youth justice services.

The youth offending teams (YOTs) are key to the success of the youth justice system. Because the YOT incorporates representatives from a wide range of services, it can respond to the needs of young offenders in a comprehensive way. The YOT identifies the needs of each young offender by assessing them with a national assessment. It identifies the specific problems that make the young person offend as well as measuring the risk they pose to others. This enables the YOT to identify suitable programmes to address the needs of the young person with the intention of preventing further offending.

In addition to the Statutory members of the team Richmond upon Thames Youth Offending Team also has

- Targeted Youth Support team

included in its composition.

3.2 Information Sharing

This information sharing agreement between Richmond upon Thames police and Richmond upon Thames YOT will enable the sharing of personal information about young people committing crime and disorder and those identified as being on the cusp of offending or having high risk factors surrounding their behaviour or lifestyle. Information regarding locations in Richmond upon Thames associated with youth offending will also be shared to identify and prevent offending at these areas.

Details about these individuals will be passed by the attached YOT police officer to the YOT for referral. Sharing this information with the YOT is a preventative measure to ensure that these young people and their families receive the appropriate services and support they need.

Under Paragraph 4.2 of the Code of Practice for Victims of Crime, a victim of crime is eligible for an enhanced service under the Code if they are under the age of 17 at the time of the offence.

All organisations with responsibilities under the Code should identify victims as vulnerable or intimidated as defined by this Code. Once the service provider has identified a victim as vulnerable or intimidated, that service provider must ensure that this information is passed on as necessary to other organisations with responsibilities in this Code. The YOT is one such organization within the Code.

Paragraph 5.27 of the Code also states that the police must pass across victim contact details to the YOT where the perpetrator is under the age of 18 to allow for the possibility of restorative justice.

All sharing of information to achieve compliance with the Code is allowed under Sect 54 of the Domestic Violence, Crime and Victims Act 2004.

This is a two way sharing agreement, therefore, it will allow the YOT to share information with Richmond upon Thames police that might assist in the prevention, detection and reduction of crime and disorder, and/or the identification of vulnerable and/or high risk individuals and locations.

Section 4. Objectives of the Partnership

4.1. MPS Benefits

- Reduction in Youth crime and anti-social behaviour.
- Protection of children and young adults within the areas covered by Richmond upon Thames.
- Fulfil obligations placed on the organisation by Code of Practice for Victims of Crime, Crime & Disorder Act 1998 & Children Act 2004.
- Assist the MPS in fulfilling its Youth Strategy.
- Receive up-to-date information and intelligence from the YOT it would otherwise not have access to.

4.2. YOT Benefits

- Support the objectives of the YOT to prevent youth offending and protect children and young adults from becoming involved in crime or becoming the victims of crime.
- Fulfil obligations placed on the organisation by Code of Practice for Victims of Crime, Crime & Disorder Act 1998 & Children Act 2004.
- Receive current information which shows the bigger picture, to enable them to plan and work effectively with offenders.

4.3. Citizen Benefits

- Improve the quality of life for the community of Richmond upon Thames, the safety of persons visiting and working within the borough.
- It will also benefit the businesses within these areas, as it will help to protect their assets.
- Youths will be directed away from crime.
- Offenders will be managed effectively, meaning they are less likely to reoffend.
- Supports the rights of victims and allows them to take part in restorative justice initiatives.

4.4. How will this information sharing arrangement further those objectives?

The information shared through this agreement is only available from the partner agencies and is the best for the purposes of this agreement. Richmond upon Thames police and Richmond upon Thames YOT will share information that would otherwise be unavailable to the other party which is necessary for them to know to achieve the purposes of this agreement.

5.1 Information to be shared

The information to be shared will comprise of names of persons convicted or otherwise who are of interest to the police for recordable and non-recordable offences and anti-social behaviour and/or persons suspected of engaging in

these activities. The information will be based around known offenders and specific areas of crime and disorder around the borough. Sharing will also be based around those young people who are not achieving the 5 key outcomes at the centre of Every Child Matters, namely being healthy, staying safe, enjoying and achieving, making a positive contribution and achieving economic well-being.

5.2 Does this information include personal data under the Data Protection Act 1998?

Yes

Section 5.

Legal Basis for sharing and what Specifically will be Shared

1. First Principle

The first data protection principle states that data must be processed lawfully and fairly.

1.1. Lawfully

A public authority must have some legal power entitling it to share the information.

INDICATE: the primary legal power you are invoking to share this information.

The purpose of this agreement is to contribute to the prevention and reduction of crime and anti-social behaviour within Richmond upon Thames Borough. The sharing of information under this agreement is a preventative measure to ensure young people 'at risk' receive appropriate services and support.

The statutory legal power to undertake this activity is Section 115 of the Crime and Disorder Act and Section 11 of the Children Act 2004, which is a statutory requirement for partner agencies, including the police to work together to ensure that children and young persons under 18 are able to achieve 5 key outcomes: Be Healthy, Stay Safe, Enjoy and Achieve, Make a Positive Contribution and Achieve Economic Well-Being and is compliant with the Data Protection Act 1998.

The statutory power to share victim data with the YOT is expressed through Section 54 of the Domestic Violence, Crime & Victims Act 2004. This provides for the disclosure of information in compliance with the Code of Practice for Victims of Crime introduced in Section 32 of the same Act. This Code governs the services to be provided to victims of criminal conduct throughout the Criminal Justice System and by relevant authorities. Paragraph 5.27 states 'In cases where the perpetrator of relevant criminal conduct is under the age of eighteen, the police must pass the victim's contact details to the Youth Offending Team (unless the victim asks the police not to) to enable victims to have access to reparation or other restorative justice type initiatives'. Therefore if victims do not contact or inform the police with refusal of consent, victim contact information must be shared.

1.2. Duty of Confidence

If the service has received any information in confidence, you almost certainly have a Duty of Confidence towards the data subject.

INDICATE: How any duty of confidence might be overridden

The majority of police information shared through this agreement will not have been received in confidence but will be a matter of public record.

Any information that is received in confidence may be shared providing there is a strong enough public interest to do so. For the purposes of this information sharing agreement the public interest may be;

- Safeguarding Children
- Protecting other vulnerable people
- Preventing the commission of criminal offences

The disclosure of some conviction and non-conviction or “soft” information through this agreement can be justified for these public interest factors - and can defeat a presumption against disclosure. Factors that Richmond upon Thames Police will consider when sharing soft information will include;

- Richmond upon Thames police’s subjective belief in the truth of the allegation / information
- The interest of the third party in obtaining the information
- The degree of risk posed by the person if the disclosure (about them) is not made

Under Paragraph 4.2 of the Code of Practice for Victims of Crime, a victim of crime is eligible for an enhanced service under the Code if they are under the age of 17 at the time of the offence. The requirement under the Code to pass this information on to other relevant agencies such as the YOT overrides any duty of confidence owed to the victim.

Similarly, in cases where the perpetrator of relevant criminal conduct is under the age of eighteen, the statutory Code obliges police to pass the victim’s contact details to the Youth Offending Team (unless the victim asks the police not to) to enable victims to have access to reparation or other restorative justice type initiatives. As such, the sharing of this information in this circumstance attracts no duty of confidence.

1.3. Fair Processing

INDICATE: How you will comply with Fair Processing

The MPS displays a Fair Processing Notice in all of its front offices and custody suits, as well as on its Publication Scheme on the MPS website. The Fair Processing Notice sets out the purposes for which the MPS collects personal data – policing, administration and ancillary support for policing and staff administration. This Notice includes the following information:

- a) The identity of the data controller
- b) If the data controller has nominated a representative for the purposes of the Act, the identity of that representative
- c) The purpose(s) for which the data is intended to be processed.

- d) Any further information which is necessary, taking into account the specific circumstances in which the data are or are to be processed, to enable processing in respect of the data subject to be fair.

The Notice states that personal information will be used for the purposes of 'Policing' and also states that the MPS *may* share this information with a variety of other agencies for the purposes of Policing.

Section 29 of the Data Protection Act 1998, allows partner agencies to share information with the police, if complying with the fair processing conditions would be likely to prejudice the purposes of the prevention or detection of crime and/or the apprehension and prosecution of offenders. If staff of the partner agency receive information and they believe that by NOT disclosing this information the police will be unable to prevent or detect a crime, or the Police will be unable to apprehend or prosecute an offender, then they may fairly share information with the Police.

1.4. Legitimate Expectation

An individual's expectation as to how information given to a public body will be used will be relevant in determining whether the first data protection principle has been complied with.

INDICATE: how the information sharing arrangement is consistent with the legitimate expectations of the data subject.

Individuals who provide the Police with information will hold the expectation that the information will only be used in the detection and prevention of crime or for legitimate policing purposes. The sharing of information within the terms of this agreement satisfy the expectation that police information will be used for the purposes of protecting life and property, preserving order, preventing the commission of offences, bringing offenders to justice and any duty or responsibility arising from common or statute law (i.e. sharing information with local authorities concerning crime and anti-social behaviour under the Crime & Disorder Act 1998 and for the purposes required under the Code of Practice for Victims of Crime).

YOT staff will pass information to the police in order to prevent a crime being committed or in order to assist in detection of young people who have committed offences.

This agreement will appear on the MPS Publication Scheme in accordance with the requirements of the Freedom of the Information Act 2000. This will also allow members of the public to understand how their personal information may be used by the MPS.

1.5. Human Rights - Article 8: The Right To Respect For Private And Family Life, Home And Correspondence

There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is 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.

INDICATE: how the Article 8 of the Human Rights Act is to be satisfied

Information shared will always be:

- *In pursuit of a legitimate aim:* The aim of this agreement is to reduce the amount of youth crime through engaging young people and leading them away from a criminal lifestyle. This is therefore compatible with the common law responsibility of preventing crime and protecting children and vulnerable adults.
- *Proportionate:* The information to be supplied is proportionate for the needs of this agreement as the information will be the minimum necessary for YOT to be able to help the individual move away from a criminal lifestyle and support victims of crime. This agreement complies with the Data Protection Act 1998.
- *Appropriate and necessary to a democratic society:* Supporting law and order and working to improve its effectiveness and the public confidence in it, is an activity necessary to a democratic society.

1.6. Schedule 2, Data Protection Act 1998

In addition to the legal criteria set out above, the information sharing arrangement must satisfy **at least one** condition in Schedule 2 of the Data Protection Act in relation to personal data.

INDICATE: the Schedule 2 Condition(s) Satisfied

The agreement meets the criteria of Condition 5b as its compatible with Section 115 of the Crime & Disorder Act 1998, where police, local authorities and other named organisations can share relevant information with regards to crime and anti-social behaviour. It is also compatible with Section 11 of the Children Act 2004, where relevant authorities must make sure that their functions are discharged with having regard to the need to safeguard and promote the welfare of children.

The sharing of victim data also fulfils Condition 5b as the sharing of this data allows authorities to fulfil their obligations under the statutory Code of Practice for Victims of Crime. As victims contact details are only shared with the permission of the individual, Condition 1 (consent) will also be fulfilled.

1.7. Schedule 3, Data Protection Act 1998

If the information is “sensitive” (that is, where it relates to race, ethnic origin, political opinions, religion or belief system, membership of a trades union, physical/mental health or sexual life, the commission or alleged commission of any offence, proceedings relating to the offence) you must satisfy at least one condition in Schedule 3.

INDICATE: How the Schedule 3 Condition is satisfied

This agreement will involve the disclosure of sensitive personal data, such as the commission or alleged commission of an offence, an individual’s race and their ethnic origin.

Condition 7 of Schedule 3 allows sharing of personal information if it is necessary for the administration of justice, or to exercise the functions conferred on an organisation by law. The sharing of information under this agreement satisfies this condition as it is helping to fulfil the function conferred on the police and local authorities by the Crime & Disorder Act 1998, Children Act 2004 and the statutory Code of Practice for Victims of Crime.

2. Second Principle

Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.

INDICATE: how the agreement complies with the second data principle

This information was obtained for policing purposes, which are protecting life and property, preserving order, preventing the commission of offences, bringing offenders to justice, and any other duty or responsibility arising from common or statute law. Under this agreement, police information will not be processed in any manner contradictory to these purposes

3. Third Principle

Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

INDICATE: how the agreement complies with the third data principle

- Information will be made available by searching police’s live systems (e.g. CRIS, CrimInt Plus, MERLIN) and any other systems including data archives (e.g. pre-NSPIS custody) for details of young persons under the age of 18 years who have been charged with or convicted of either a recordable offence, non-recordable offence and/or anti-social behaviour.

Information of these crimes and the following personal information regarding the subject may be shared to assist in their identification.

- name

- aliases
- date of birth
- home address
- gender
- ethnicity code
- physical description
- custody image
- family composition

Where applicable warning signals that exist on the Police National Computer will also be shared for the purpose of YOT staff risk assessments, these might include markers for:

- VIOLENCE
- WEAPONS
- DRUGS/ALCOHOL
- MENTAL HEALTH
- DOMESTIC VIOLENCE

The information listed above is necessary for the YOT to identify individuals at risk of further offending, to direct their services, resources and tailor them to meet the needs of the individual. This means that the individual will receive more support in stopping them (re)offending and removing them from a criminal lifestyle.

This information is also needed for the YOT to perform adequate risk assessments around the young people they engage with in order to safeguard their staff, and for the Police to evaluate and monitor offenders, victims, crime and disorder, and vulnerable and high risk issues.

The information shared will be the minimum needed to ensure the safety of staff and to ensure the success of determent schemes.

Personal information in relation to victim's contact details will be passed to the YOT (unless the victim asks the police not to) to enable victims to have access to reparation or other restorative approach initiatives. Information regarding the nature of the offence and information to identify the victim may also be shared.

Information may be shared by partner agencies to the MPS. The information they will share will be necessary and proportionate to allow the MPS to fulfil its functions with regards to the prevention or detection of crime and the apprehension or prosecution of offenders.

4. Fourth Principle

Personal data shall be accurate and, where necessary, kept up to date.

INDICATE: how the agreement complies with the fourth data principle

The information shared comes from MPS corporate systems and is subject its normal procedures and validations intended to ensure data quality. Any inaccuracies should be notified to the MPS through the Single Point of Contact (SPOC).

5. Fifth Principle

Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

INDICATE: how the agreement complies with the fifth data principle

Richmond upon Thames YOT will retain the information received through this agreement in accordance with their policies and process the information only for the purpose for which it was shared. Once this purpose is finished, the information will be disposed of in line with their policies.

Any information the MPS receive through this agreement will be held according to MPS policy and procedures, which are compliant with the national Management of Police Information (MoPI) standards for information management.

6. Sixth Principle

Personal data shall be processed in accordance with the rights of data subjects under this Act.

INDICATE: how the agreement complies with the sixth data principle

- Partners to this arrangement will respond to any notices from the Information Commissioner that impose requirements to cease or change the way in which data is processed.
- Partners will comply with subject access requests in compliance with the relevant legislation.
- The MPS reserves the right to withdraw right of use of the data at any time.

7. Seventh Principle

Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

INDICATE: how the agreement complies with the seventh data principle

Measures to satisfy the Seventh Principle are detailed in Section 6 of this agreement, "Description of Arrangements including security matters"

8. Eighth Principle

Personal data shall not be transferred to a country or territory outside the European Economic Area, unless that country or territory ensures an adequate level of protection of the rights and freedoms of data subjects in relation to the processing of personal data

INDICATE: how the agreement complies with the eighth data principle

The information is not intended for transfer outside the European Economic Area.

Section 6. Description of Arrangements including Security Matters.

Process

When a person under the age of 18 is arrested, this will be recorded by the arresting officer on MERLIN. Within 24 hours, the Public Protection Desk (PPD) within Richmond upon Thames will forward the MERLIN Pre-Assessment Checklist (PAC) record on to Richmond upon Thames YOT via the PENY secure email system.

The attached YOT police officer will be made aware of this via their MERLIN notifications and will conduct a risk assessment and add more relevant information known about the individual to the MERLIN record. This will then be resent via PENY to the YOT.

Whenever there is an update in a case, the investigating officer will create a new PAC. As when the young person first came to police attention, this will be forwarded on to the YOT by the PPD, looked at and added to with relevant information by the YOT Police Officer, before being resent to the YOT via the PENY system.

If YOT staff require additional police information to what they have already been given, they will submit the request for information on the 141A form to the attached YOT police officer. The officer will then check police systems for relevant information and where appropriate, return information to the requesting YOT staff. The decision to disclose or not to disclose police information reactively to the YOT will be recorded on the CrimInt Plus intelligence system.

Where victim contact details are required by the YOT, YOT staff will complete the 141A form requesting them and pass it to the attached YOT police officer. They will then find the relevant details and, after updating the relevant CRIS report, pass the contact details across. Where the YOT police officer initiates contact with the victim on behalf of the YOT, the relevant CRIS will again be updated to record this.

Business Continuity

When MPS information is shared a record of what has been provided will be made in each instance and the reason for that disclosure.

If the partners lose the information there will be the provision for the MPS to re-supply information if necessary but subject to an investigation by the MPS as to the circumstances leading to the loss.

All partners to this agreement will provide a list of contacts to deal with queries and requests for information under this agreement. The organisations will also nominate a deputy to act as the contact to ensure continuity in the absence of the original points of contact.

Confidentiality and Vetting

The information to be shared under this agreement is classified as 'RESTRICTED' under the Government Protective Marking System. Vetting is not mandatory to view this grade of information; however the staff within Richmond upon Thames YOT who will have access to MPS information are CRB vetted. What is required to view 'RESTRICTED' level information is a strict 'need-to-know', which all YOT staff will have. If information is marked at 'Confidential' or above then further advice must be sought, as some level of vetting is likely to be required.

Compliance

All partners to this arrangement agree to accept responsibility for ensuring that all agreed security arrangements are complied with.

Any issues concerning compliance with security measures will form part of the annual review of this agreement.

Sanctions

Any unauthorised release of information will be immediately notified to the Richmond upon Thames police point of contact for a risk assessment. Non-compliance and/or breaches of the security arrangements will be notified to the respective partner agency and dealt with through the internal discipline procedures of the individual partner.

All parties are aware that in extreme circumstances, non-compliance with the terms of this agreement may result in the agreement being suspended or terminated.

Training / Awareness

All partners will hold a copy of this agreement. It is the responsibility of each partner to ensure that all individuals likely to come in to contact with the data shared under this agreement are trained in the terms of this agreement, the Data Protection Act 1998, the Human Rights Act 1998 and their own public authority responsibilities.

Partner's Building And Perimeter Security

Information will be stored in secured premises, e.g. not in areas where the public have access.

Movement of Information

Information will be sent electronically via the PENY secure email system.

It is not expected that any information will be physically passed across, but where it is it will be done by trusted person.

Storage of Information on Partner's System

Information held by Richmond upon Thames YOT on their computer systems must be held in a secure area with password-protected entry to computer systems. The system will be auditable so it is possible for an auditor to see who has accessed the system and what records they saw. Victim and perpetrator records will be kept separate and secure.

Storage of Papers

It is not the intention of this agreement that information will be produced in a hard format. If information is printed off of an electronic system, it will be the partners' responsibility to keep the information secure by measures such as storing documents in a locked container when not in use. Access to printed documents must be limited only to those with a valid 'need to know' that information. There should also be a clear desk policy were MPS information is only assessed when needed, and stored correctly and securely when not in use.

Disposal of Electronic Information

Information will be held in electronic systems until the information is no longer required. Information provided as part of this agreement will be the subject of regular review by the partner agencies. Information will be destroyed in accordance with each agencies code of practice in handling information and with regards to their responsibilities under the Data Protection Act.

Electronic information will be disposed by using an overwrite approved software utility e.g. Norton Utilities or by physically destroying the computer media.

Disposal of Papers

As mentioned previously, it is not the intention of this agreement that information will be produced in a hard format. If information is printed off of an electronic system, it will be the partners' responsibility to dispose of the information in an appropriate secure manner (ie shredding, through a 'RESTRICTED' waste system) once it is no longer needed.

Review

The Statutory Guidance on the Management of Police Information (MoPI) states that an essential part of any information sharing agreement is the need to review it. The review should take place on an annual basis, except where

the sharing activity is in its first year when it should be reviewed after the first 6 months

Freedom of Information Requests:

Normal practice will be to make all information sharing agreements available on the MPS Publication Scheme. It is recognised that any of the parties to this agreement may receive a request for information made under the Act that relates to the operation of this agreement. Where applicable, they will observe the Code of Practice made under S.45 of the Freedom of Information Act 2000.

This Code of Practice contains provisions relating to consultation with others who are likely to be affected by the disclosure (or non-disclosure) of the information requested. The Code also relates to the process by which one authority may also transfer all or part of a request to another authority if it relates to information they do not hold.

Section 7.
Agreement to abide by this arrangement

The agencies signing this agreement accept that the procedures laid down in this document provide a secure framework for the sharing of information between their agencies in a manner compliant with their statutory and professional responsibilities.

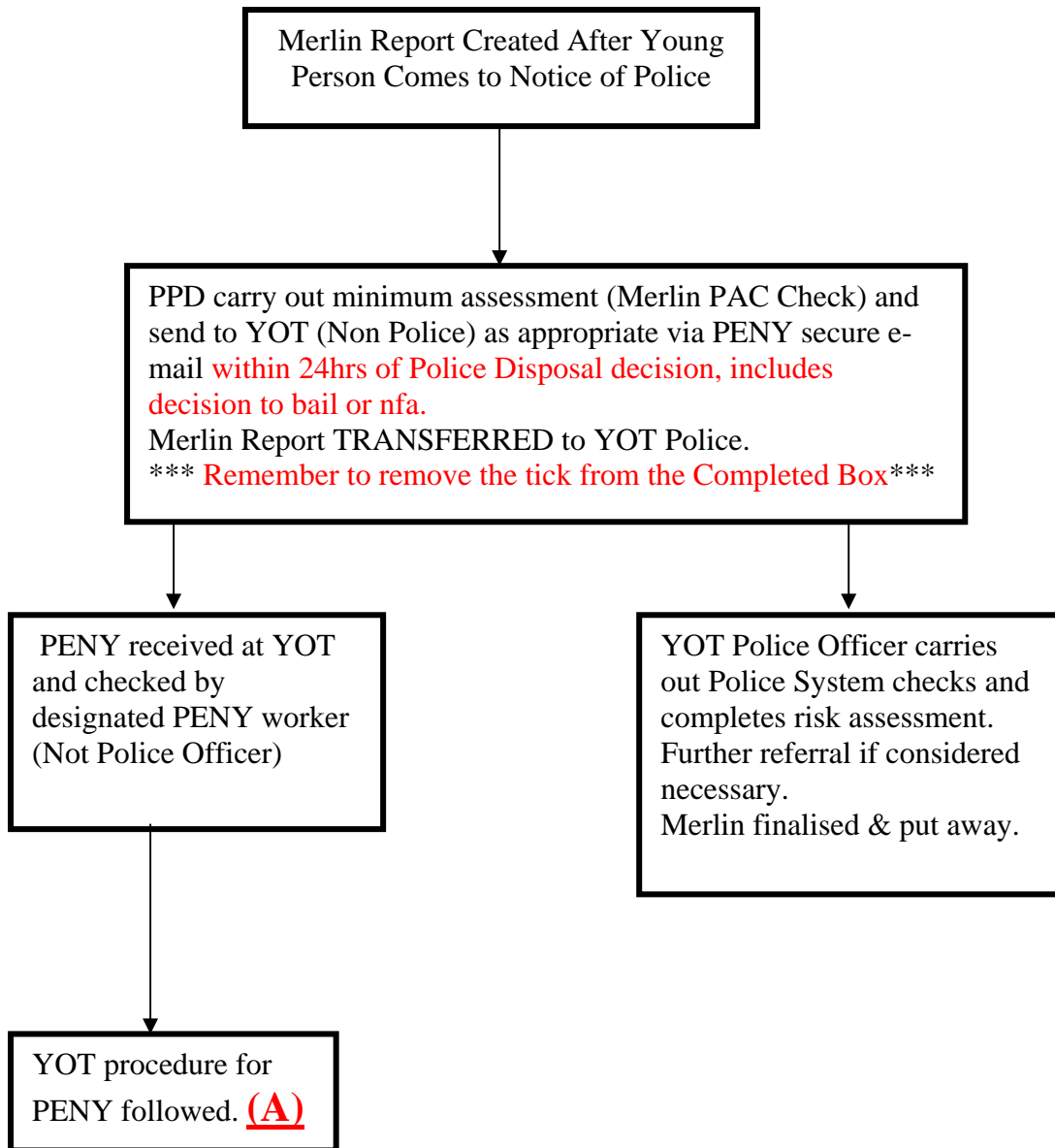
As such they undertake to:

- Implement and adhere to the procedures and structures set out in this agreement.
- Ensure that where these procedures are complied with, then no restriction will be placed on the sharing of information other than those specified within this agreement.
- Engage in a review of this agreement with partners six months after its implementation and annually thereafter.

We the undersigned agree that each agency/organisation that we represent will adopt and adhere to this information sharing agreement:

Agency	Post Held	Name	Signature	Date
Metropolitan Police Service, Richmond upon Thames borough				
Richmond upon Thames, Youth Offending Team				

APPENDIX A - Flowchart showing the Process of Sharing Information



(A)

YOT's should have in place procedures for managing the secure e-mail box around the following functions:

1. Onward referral to other agency such as education, housing, health, social services, etc
2. Follow up enquiries such as bail to returns, missing person, court dates
3. Noting of details on case file system
4. Any other procedures as necessary.