

PROTOCOL FOR THE EXCHANGE OF INFORMATION
IN ACCORDANCE WITH THE PURPOSES OF THE CRIME AND DISORDER ACT 1998

THIS AGREEMENT is made the day of 2001 between the Parties named in section 1

1. The Parties

Airedale NHS Trust	of Airedale General Hospital Skipton Road Steeton Keighley BD20 6TD
Craven District Council	of Council Offices Granville Street Skipton North Yorkshire BD23 1PS
Hambleton District Council	of Civic Centre Stone Cross Northallerton North Yorkshire DL6 2UU
Harrogate Borough Council	of Council Offices Crescent Gardens Harrogate HG1 2SG
Harrogate Health Care NHS Trust	of Trust Headquarters Strayside Wing Harrogate District Hospital Lancaster Park Road Harrogate HG27SX
Northallerton Health Services Trust	of Friarage Hospital Northallerton DL6 1JG
North Yorkshire County Council	of County Hall Northallerton North Yorkshire DL7 8AD
North Yorkshire Fire and Rescue Service	of Brigade Headquarters Crosby Road Northallerton DL6 1AB
North Yorkshire Health Authority	of Sovereign House Kettlestring Lane, Clifton Moor York YO30 4GQ
National Probation Service North Yorkshire Area	of Thurstan House 6 Standard Way Northallerton DL6 2XQ
North Yorkshire Police	of Police Headquarters Newby Wiske Hall Newby Wiske Northallerton North Yorkshire DL7 9HA
North Yorkshire Police Authority	of County Hall Northallerton DL7 8AD
North Yorkshire Youth Offending Team	of 4 Hawkhill Drive The Hawkhill Easingwold York YO61 3EG
Richmondshire District Council	of Swale House Frenchgate Richmond North Yorkshire DL10 4JE
Ryedale District Council	of Ryedale House Malton North Yorkshire YO17 0HH
Ryedale Housing Association	of Leat House, Langton Road, Norton, Malton
Scarborough and North East Yorkshire Healthcare	of Scarborough Hospital Woodlands Drive Scarborough YO12 6QL
Scarborough Borough Council	of Town Hall St Nicholas Street Scarborough North Yorkshire YO11 2HG
Selby District Council	of Civic Centre Portholme Road Selby North Yorkshire YO8 4SB

Tees, East and North Yorkshire Ambulance Trust	of Fairfields Shipton Road York YO3 6XW
The City of York and North Yorkshire Drug Action Team	of 4 Hawkhills Drive The Hawkhills Easingwold York YO61 3EG
The City of York Council	of The Guildhall York YO1 9QN
York Health Services NHS Trust	of Bootham Park York YO3 7BY
York Youth Offending Team	of Mill House North Street York YO1 6JD

2.0 TERMINOLOGY

2.1 The following terms shall have these meanings in this Protocol :-

Anti Social Behaviour	acting in a manner which causes or is likely to cause harassment alarm or distress to one or more persons not of the same household
Crime and Disorder Act	the Crime and Disorder Act 1998
Crime	Any act default or conduct prejudicial to the community, the commission of which by law renders the person responsible liable to punishment by a fine imprisonment or other penalty
Data	the meaning given to it in the Data Protection Act
Data Controller	the meaning given to it in the Data Protection Act
Disorder	the level or pattern of anti social behaviour within a particular area
Data Protection Act	the Data Protection Act 1998
Human Rights Act	the Human Rights Act 1998
Information	includes data
Maintenance of Good Order	the maintenance of a state of security and tranquillity which should exist in a civilised society
Nominated Representatives	the Parties' Representatives referred to in Schedule 1
North Yorkshire	the County of North Yorkshire
Start Date	
Term	the period during which this Protocol is in force
Parties	the parties to this Agreement

Personal Data

data which relate to a living individual who can be identified -

- (a) from those data or
- (b) from those data and other information which is in the possession of, or is likely to come into the possession of, a Data Controller

and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual

Protocol

this Agreement

3.0 **PURPOSE OF THE PROTOCOL**

3.1 The Parties agree that the purposes of this Protocol are: -

- (a) To facilitate the exchange of data in accordance with Section 115 of the Crime and Disorder Act 1998 in order to comply with the statutory duty contained in Sections 5 to 7 of that Act
- (b) To facilitate the exchange of such other information as may be agreed relating to crime and disorder
- (c) To ensure that such information is exchanged in a secure fashion.

3.2 This Protocol shall apply only to information exchanged between two or more parties in accordance with the purposes in 3.1.

3.3 This Protocol shall not apply to any information exchanged between any persons or organisations who are parties to this Protocol for a purpose other than the purposes in 3.1.

4.0 **COMMENCEMENT AND DURATION**

4.1 This Agreement shall commence on the Start Date and shall continue for the period of one year and then from year to year until determined in accordance with section 4.2.

4.2 The Nominated Representatives shall meet not later than 1 March in each year of the Term to decide whether to continue the operation of the Protocol for a further period of one year or to terminate the Protocol.

4.3 The Nominated Representatives in attendance at such a meeting in 4.2 shall ensure that the Parties are notified of the decision in writing within seven days.

4.4 If at such a meeting the Parties decide to continue the Protocol they shall review the membership, and the terms of this Protocol.

4.5 The Parties may by agreement vary any of the terms of this Protocol and shall record such variation in writing.

5.0 **REPRESENTATION OF THE PARTIES**

5.1 Each Party shall be represented by a Nominated Representative.

5.2 The Nominated Representatives shall be those persons named in Schedule 1.

5.3 Each Nominated Representative shall act on behalf of the Party it represents for all purposes in connection with the Protocol.

- 5.4 Through the Nominated Representatives the Parties shall work together to ensure that: -
- (a) Appropriate training is provided to key staff
 - (b) By effective monitoring the purposes of the Protocol are adhered to
- 5.5 A Party may designate a new Nominated Representative by written notice to the other Parties at the earliest opportunity.
- 6.0 **INFORMATION EXCHANGE**
- 6.1 Subject to 6.2, none of the information shared between Parties shall contain any personal data.
- 6.2 If two or more Parties deem it necessary to share personal data they shall do so only if they agree that it is necessary to do so for the purposes set out in section 3.
- 6.3 A Party who wishes to disclose personal data under 6.2 shall confirm either that it has the necessary consent of the individual concerned or it is able to justify the disclosure in accordance with the provisions of the Data Protection Act and the Human Rights Act.
- 6.4 A Party who wishes to disclose personal data in accordance with 6.2 shall restrict the particulars likely to identify the individual to the extent that is necessary for the purposes set out in section 3.
- 6.5 A disclosure by a Party under 6.2 shall be recorded. The record shall include:
- (a) the name of the Party who discloses the personal data
 - (b) the name(s) of the Party or Parties receiving the personal data
 - (c) a description of the data, including sufficient particulars to identify the disclosed personal data
 - (d) the reason for the disclosure
 - (e) any consent by the subject of the data
- 6.6 The Parties shall act in accordance with the principle of proportionality under the Human Rights Act and the general law in force for the time being. In particular, the Parties shall restrict disclosure of personal information so far as is possible without prejudicing the purpose in section 3.
- 6.7 Any data shared in accordance with 6.2 shall not be held by any Party for a period longer than is necessary for the purposes of this Protocol.
- 6.8 If information is found to be inaccurate, misleading, incomplete or inadequate for the purpose for which it is shared, the Party alleging that deficiency shall notify the Party who provided it and that Party shall be responsible for correcting the information and notifying the other Parties who received that information at the earliest opportunity. Those Parties will correct their record of that information.
- 7.0 **SECURITY**
- 7.1 A Party who intends to disclose information to one or more other parties under the terms of this Protocol may before doing so satisfy himself that the recipient(s) shall take sufficient measures to ensure that the information is kept secure and will not be retained longer than is necessary for the purposes in Section 3.
- 7.2 Every Party shall ensure that sufficient security arrangements exist to prohibit or restrict (so as to ensure compliance with the Data Protection Act and the general law) the disclosure to other organisations or persons of information received under the Protocol.

7.3 Each Party shall designate a person employed by it (who may or may not be the Nominated Representative, at the discretion of the Party) who will assume responsibility in relation to this Protocol for data protection, for security and confidentiality, for ensuring compliance with legislation and for dealing with requests for disclosure of all personal data (unless any data are exempted by the Act) upon the request of that individual.

8.0 **INDEMNITY**

8.1 Subject to 8.2 each Party shall indemnify the other Parties, their Nominated Representatives and employees (so long as they are acting properly in the course of their employment) against any claim or demand arising out of the provision under this Protocol of information that is or is alleged to be deficient.

8.2 in this section “deficient” means inaccurate, misleading, incomplete or in breach of the Data Protection Act, the Human Rights Act or the general law.

8.3 The indemnity in 8.1 shall not apply:

- (a) where the Party or person against whom a claim or demand is made establishes that the deficiency did not result from any wilful wrong doing or negligence on its or his part
- (b) unless the Party or person claiming the benefit of this indemnity notifies the Party granting the indemnity as soon as possible of any claim or demand to which the indemnity applies, permits the Party granting the indemnity to deal with the claim or demand by settlement or otherwise and renders that Party all reasonable assistance in so dealing;
- (c) to the extent that the Party or person claiming the benefit of the indemnity makes any admissions which may be prejudicial to the defence of the claim or demand.

8.4 Each Party shall ensure that it has insurance in the sum of two million pounds to cover the indemnity required by this section.

8.5 The indemnity required by this section is to continue in force for six years after:

- (a) a Party ceases to be a party to this Protocol or
- (b) the dissolution of arrangements between the Parties to this Protocol.

9.0 **COST**

9.1 Each Party shall bear the cost of its involvement in the Protocol.

10.0 **PARTNERSHIP CHANGES**

10.1 A new Party may be admitted to the Protocol by agreement of the Parties at the time of admission and subject to the new Party’s undertaking to comply with the terms of the Protocol.

10.2 If a Party wishes to withdraw from the Protocol on the grounds that it is no longer involved in the purpose in section 3 it shall cease to be a Party.

10.3 A Party wishing to withdraw under 10.2 shall give notice in writing to the other Parties at the earliest opportunity.

11.0 **COMPLIANCE WITH DATA PROTECTION**

11.1 Each Party, at the start date of the Protocol or the date the Party joins the Protocol, as the case may be, shall confirm in writing that it is registered under the Data Protection Act, that its description in that registration of the sources from which it intends or may wish to obtain information includes all the Parties, that its description of any person or persons to whom it intends or may wish to disclose information includes all the Parties and that the registration includes the description of the personal data held by the Party which he intends to share.

12.0 **GENERAL**

12.1 This Agreement does not create a legal partnership.

12.2 A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Protocol.

Signed _____

Date _____

Name _____

Position _____

Organisation _____

SCHEDULE 1

PARTY	NOMINATED REPRESENTATIVE
Airedale NHS Trust	
Craven District Council	
Hambleton District Council	
Harrogate Borough Council	
Harrogate Health Care NHS Trust	
Northallerton Health Services Trust	
North Yorkshire County Council	
North Yorkshire Fire and Rescue Service	
North Yorkshire Health Authority	
National Probation Service North Yorkshire Area	
North Yorkshire Police	
North Yorkshire Police Authority	
North Yorkshire Youth Offending Team	
Richmondshire District Council	
Ryedale Housing Association	
Ryedale District Council	
Scarborough and North East Yorkshire Healthcare	
Scarborough Borough Council	
Selby District Council	
Tees, East and North Yorkshire Ambulance Trust	
The City of York and North Yorkshire Drug Action Team	
The City of York Council	
York Health Services NHS Trust	
York Youth Offending Team	