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INFORMATION SHARING AGREEMENT

BETWEEN

**NORFOLK CONSTABULARY,
NORFOLK COUNTY COUNCIL,
NORFOLK SCHOOLS,
ACADEMIES, COLLEGES AND
EARLY YEARS SETTINGS
UNDER OPERATION
ENCOMPASS**

Summary Sheet

ISA Reference	ISA/049 (ISA-003453-18)
Purpose	Operation Encompass is a multi-agency approach to give early notification to schools, academies and colleges that a child or young person has been present, witnessed or been involved in a domestic abuse related incident or a child has been subject to a missing episode. Nominated Key Adults within local schools, colleges and Early Years settings will receive information from Norfolk Constabulary to afford them the opportunity of assessing the needs of the child during the school day and, should it be deemed appropriate to do so, to provide early support.
Partners	Norfolk Constabulary Norfolk County Council Norfolk Schools, Colleges and Early Years Settings
Date of Agreement	June 2016 Amended: - September 2018 to comply with GDPR/ Data Protection Act 2018 November 2020 to reflect changes to delivery method June 2025 amended to incorporate Early Years settings into scheme and missing notifications.
Review Date	June 2026
ISA Owner	Superintendent Safeguarding
ISA Author	Information Sharing Officer (updated by Data Protection Reform Team, September 2018)

Consultation Record

Reviewer	Date of Approval
Data Protection Officer	
Head of Department owning the ISA	
Any Other Internal Stakeholders	
External Stakeholders	
Information Security Manager (where relevant)	
Information Asset Owner (s)	

Version Control

Version No.	Date Amendments Made	Authorisation
Vr 1	21/09/2018	CR
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Vr 8	21/02/2019	SC
Vr 9	12/03/2019	SC
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1. Introduction

For Parties to provide the most efficient and effective public services, it is often necessary to share appropriate and relevant personal information between organisations. Conversely, the concept of sharing public information can also raise public fear, anxiety and concerns over privacy invasion, which can lower trust and confidence in the police service and its partners and associated organisations.

The aim of this Information Sharing Agreement is to facilitate information sharing between Norfolk Constabulary, Norfolk County Council, Norfolk Schools, Academies, Colleges and Early Years settings under Operation Encompass, to work together to improve public services within a framework of secure data handling measures and standards, which retain trust and confidence.

Operation Encompass is an initiative between Norfolk Police and local schools, academies, colleges and early years settings to share domestic abuse (DA) and missing episode information with nominated Key Adults where it is identified that a child was present, witnessed or was involved in a domestic abuse related incident or a child has been subject to a missing episode. The sharing of this information will allow Key Adults to carry out an assessment of the needs of that child during the school day to determine what, if any, early intervention support is required to be put in place. The support that may be provided by the key adult can be overt or silent.

Throughout this Agreement, the term '*School*' will be used generically as representing all schools, academies and colleges in Norfolk who have signed up to the Agreement and the term 'EYs' will refer to all Early Years Settings who have signed up to the agreement.

Parents, teachers, governors of schools and local councillors will be made aware of the implementation of Operation Encompass.

This Agreement is supported by the Operation Encompass Norfolk Joint Agency Protocol for Domestic Abuse and Missing – Notifications to Schools & Colleges, Version 7.0 and Operation Encompass Norfolk Joint Agency Protocol for Domestic Abuse – Notifications to Early Years settings, Version 1.0.

This Agreement constitutes the entire agreement and understanding between the parties in respect of information passed under this Agreement and supersedes all previous agreements, understandings and undertakings in such respect.

2. Partners to the Agreement

The Partners to this agreement are:

- 1) Norfolk Constabulary (the Constabulary)
- 2) Norfolk County Council (the Council)
- 3) The Schools and Early Years settings signed up to Agreement

3. Purpose

The purpose of this Agreement is to enable routine and effective information sharing between the Parties and to facilitate the lawful exchange of information to comply with the statutory

duties on Chief Police Officers, Children's Services, schools, colleges and Early Years Settings to safeguard children.

It sets out a multi-agency procedure to identify and provide appropriate early intervention support to a child who was present, witnessed or was involved in a Domestic Abuse (DA) incident or has been subject to a missing episode.

The sharing of DA and missing episode information between Norfolk Police and the Council (who will share with the Schools and Early Years Settings) will allow the school's or EYs' nominated Key Adult to respond, if it is appropriate to do so, to the immediate needs of a child. The support that can be provided to address the emotional, health and well-being of the child can be overt or silent but is dependent upon the circumstances surrounding each incident.

The responsibility for providing support, or not as the case may be, will be down to the nominated key adult.

It is hoped, through the sharing of information between agencies and providing early intervention support to a child as described above, Operation Encompass will reduce the impact of living with DA, which can result in anxiety, depression, aggression and post-traumatic stress disorder (PTSD) and missing episodes which can increase children's vulnerability to exploitation.

Operation Encompass will enable DA to become an issue that can be discussed in schools and will not be seen as a 'taboo' subject and support the identification of children as victims of DA and missing episodes. In other parts of the United Kingdom where Operation Encompass has already been implemented, parents are acknowledging the impact such abuse has on their children and have been prepared to talk to teachers about it.

The Agreement will be used to assist in ensuring that:

- Information is shared in a secure, confidential manner.
- 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.

Operation Encompass does not replace or supersede existing protocols, or singularly address child welfare. The process should always be followed in conjunction with current safeguarding procedures and practitioners' guidelines and is designed to reinforce safeguarding and ensure children's well-being is of paramount importance.

4. Lawful Basis

This Agreement has been prepared with the obligations of the statutory guidance, the "Management of Police Information" (MoPI) in mind. The College of Policing Authorised Professional Practice (APP) Information Management, "MoPI sharing" provides standards that must be applied by the Chief Constables of Norfolk and Suffolk Constabularies when sharing information with external agencies. This Information Sharing Agreement (ISA) is compliant with such standards.

It is the responsibility of each Party to ensure that any processing of personal information owned by that Party is carried out in accordance with the requirements and principles of relevant legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection 2018, the common law duty of confidentiality and the Human Rights Act 1998.

Personal data shall be processed fairly and lawfully, in a transparent manner, and in particular, shall not be processed unless at least one of the lawful bases for processing exists under Article 6 of the UK GDPR.

For the purposes of this Agreement the relevant condition is Article 6(e) necessary for the performance of a task carried out in the public interest. The public tasks are:

- Section 10 of the Children Act 2004 (the CA) - the duty to promote co-operation between the Parties with a view to improving the well-being of children in Norfolk and;
- Section 11(2) of the CA – the duty to ensure that the Parties’ functions are discharged having regard to the need to safeguard and promote the welfare of children.
- Childcare Act 2006, specifically the EYFS (Learning and Development Requirements) Order 2007. The EYFS (Welfare Requirements) (Amendment) Regulations 2025 were made under powers conferred by the 2006 Act.

•
Special category personal data (SCPD) (*i.e. racial/ethnic origin, political opinion, religious beliefs, trade union membership, genetics, biometrics, physical/mental health, sexual life or sexual orientation*) shall be processed fairly and lawfully, in a transparent manner, and in particular, shall not be processed unless at least one of the lawful bases for processing exists under Article 6 of the UK GDPR and a condition under Article 9 is met.

For the purposes of this Agreement the relevant condition under Article 9 is Article 9(2)(g) – necessary for reasons of substantial public interest and, as required under the Data Protection Act 2018 (the DPA) as follows:

For the Council:

- For exercise of a function conferred by enactment and necessary for reasons of substantial public interest under Schedule 1, Part 2, Paragraph 6 and 18 of the DPA. The relevant statute is Section 10 and Section 11(2) of the CA and the EYFS (Learning and Development Requirements) Order 2007.

For the Constabulary:

- For the purposes of a function conferred on a person by an enactment or rule of law under Schedule 1, Part 2, Paragraph 6 of the DPA.
- Necessary for the purposes of protecting the physical, mental or emotional wellbeing of an individual under the age of 18 under Schedule 1, Part 2, Paragraph 18 of the DPA.

For Schools and Early Years Settings:

- For exercise of a function conferred by enactment and necessary for reasons of substantial public interest under Schedule 1, Part 2, Paragraph 6 of the DPA. The relevant statute is Section 10 and Section 11(2) of the CA, Section 175 Education Act 2002

Personal data relating to criminal convictions and offences or related security measures shall be processed fairly and lawfully, in a transparent manner, and in particular, shall not be processed unless at least one of the lawful bases for processing exists under Article 6 and a separate condition for processing special category data under Article 9 is met, and it shall be carried out only under the control of official authority.

For the Council:

- The processing meets the requirement in Article 10 of the UK GDPR for authorisation by the law of the United Kingdom as it is in accordance with section 10(5) of the DPA

in that the processing meets the condition in Schedule 1, Part 2, Paragraph 6(1) and 6(2) and 18 of DPA i.e. necessary for exercise of a function conferred by an enactment or rule of law as set out in section 10 and 11 of the CA and necessary for reasons of substantial public interest, and Safeguarding of children and individuals at risk

For the Constabulary:

- The processing meets the requirement of Article 10 of the UK GDPR for authorisation by law of the United Kingdom as it is in accordance with Section 10(5) of the DPA in that the processing meets the condition in Schedule 1, Part 2, Paragraph 18 and 6 of the DPA i.e. Safeguarding children at risk and for the purposes of a function conferred on a person by an enactment or rule of law

For Schools, colleges and Early Years Settings:

- The processing meets the requirement in Article 10 of the UK GDPR for authorisation by the law of the United Kingdom as it is in accordance with section 10(5) of the DPA in that the processing meets the condition in Schedule 1, Part 2, Paragraph 6(1) and 6(2) of DPA i.e. necessary for exercise of a function conferred by an enactment or rule of law as set out in section 10 and 11 of the CA, Section 175 of the Education Act and is necessary for reasons of substantial public interest.

The sharing of information under this Agreement will be compliant with the European Convention of Human Rights and the Human Rights Act 1998, in particular Article 8 which states that: *'Everyone has the right to respect for his private and family life, his home and his 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.

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

The following highlights relevant legislation and how information sharing for the purpose of Operation Encompass is viewed in respect of that legislation.

4.1 List of relevant statutory powers for Information Sharing

This agreement takes into account the following legislation and/or common law:

- Sections 10 and 11 (2) of the Children Act 2004.
- Common Law
- Section 175 Education Act 2002
Childcare Act 2006, specifically the EYFS (Learning and Development Requirements) Order 2007. The EYFS (Welfare Requirements) (Amendment) Regulations 2025 were made under powers conferred by the 2006 Act.

See <http://www.legislation.gov.uk/> for relevant details of each statutory power.

4.2 Framework legislation relevant to Information Sharing

This agreement takes into account the following framework legislation and/or common law:

- The UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018
- The Human Rights Act 1998
- Common Law Duty of Confidence
- The Freedom of Information Act 2000
- Sub Judice – Contempt of Court Act 1981

See <http://www.legislation.gov.uk/> for relevant details of each framework legislation.

It is recognised that different Parties will need to rely on differing legal basis for information sharing depending on the legal status of that Party.

It is also acknowledged that it is the responsibility of each Party to decide on whether and what information will be shared. However, each Party agrees to the overriding principle that information will be shared for the purpose of Operation Encompass where it is necessary, lawful and proportionate to do so.

Each Party will treat all police data ethically, with integrity, fairness, honesty, respect, accountability, objectivity and transparently in line with the Police Code of Ethics and/ or their organisations policies and procedures.

See <http://www.college.police.uk/What-we-do/Ethics/Ethics-home/Pages/Code-of-Ethics.aspx> for full details of the Police Code of Ethics.

4.3 Fair Processing Notice (FPN)

To meet the UK GDPR transparency requirements, individuals should be provided with privacy information, as required under Article 13 and 14 of the UK GDPR including the purpose for processing their personal data, the retention periods for that personal data, and details relating to who the information will be shared with.

Where consent is not sought from the data subject for the processing of their personal data, it should be possible for the data subject to make reference to a Fair Processing Notice owned by the organisation/ agency processing their data. For example, Norfolk Constabulary can rely on the Force Information Charter on their website in order to meet the GDPR transparency requirements and Children's Services privacy notices on their [website](#). The schools, colleges and early years settings in this Agreement will ensure parents receive a Fair Processing Notice.

4.4 Legitimate Expectation

The sharing of information by the Constabulary must fulfil a policing purpose. A policing purpose is defined under the Management of Police Information (MoPI) Code of Practice as:

- Protecting life and property.
- Preserving order.
- Preventing the commissioning of offences.
- Bringing offenders to justice; and
- Any duty or responsibility of the police arising from common or statute law.

It can be reasonably assumed that the persons from whom information is obtained will legitimately expect that the Constabulary will share it appropriately with any person or party

that will assist in fulfilling the policing purposes mentioned above. Reference to the Force Information Charter would also provide them with full details.

4.6 Freedom of Information Act

If a Party receives a request for information under 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.

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.

Where a party receives a request for Information in relation to information which it received from another Partner, it shall: -

(a) contact the other party within 2 working days of receiving a request for Information.

(b) 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 Environmental Information Regulations.

In the interests of transparency, and to assist in meeting the fairness principle, this Agreement and the arrangements it details will be suitable for disclosure for the purposes of the Freedom of Information Act 2000 and so will be published within the Parties' Publication Schemes.

5. Data Protection Impact Assessment

A Data Protection Impact Assessment (DPIA) is a process to identify and minimise data protection risks of a project. Where processing is likely to result in a high risk to individuals a DPIA must be undertaken (a definition of high risk is contained within the DPIA Guide which is available from the Information Management department).

The Parties have completed a DPIA screening checklist in order for an assessment to be made as to whether a DPIA is required in respect of this Agreement.

This Agreement describes the formalisation of a pre-existing and lawful process and presents no additional privacy concerns. Each organisation will determine if a DPIA is required for the purposes of sharing.

6. Information Sharing Process/Procedures

It is recognised that the handling of such confidential, sensitive information needs to be dealt with in a way that is proportionate and appropriate to the needs of the child or young person. To address this, Key Adults will be identified in each school or EYSEYS (a person with child safeguarding training). Where DA and missing episode information is shared with Key Adults, the key adult will ensure that any records they have made will then be stored and secured in a similar manner to child safeguarding files.

The key adult will be the person available each day to receive the details of the DA incident or missing episode and assess the type of support needed for the child. Norfolk County Council will hold a database of all Key Adults in the Norfolk area.

The process for sharing information is set out below and in **Appendix C** and within the Operation Encompass Norfolk Joint Agency Protocol for schools or EYSEYS.

The Constabulary will securely email the Operation Encompass mailbox and Operation Encompass EYSEYS mailbox, a spreadsheet of the following information every morning:

Domestic Abuse related incidents:

- the fact that the police were called out in the last 24 hours to a DA incident and a child was present, witnessed or was involved in it (incidents occurring during the weekend, including Friday evening, will also be disclosed on the following Monday).
- the police reference number.
- the time and date of the event.
- circumstances surrounding the incident; this may include data relating to convictions or offences i.e. breach of bail conditions
- the names and dates of birth of any child who was present, witnessed or was involved in the DA incident when it took place; and
- any other relevant safeguarding information that may assist the school in providing early intervention support to the child being referred.

Missing episodes:

- the date and time the child was reported missing found.
- the child's name, date of birth and home address
- The circumstances around the missing episode
- any other relevant safeguarding information

The Council will share with the relevant child's school or EYSEYS key adult, information relating to the DA incident or missing episode that is considered relevant and proportionate to enable the school or EYSEYS to take appropriate action.

In addition, the council will hold:

- A database of trained Key Adults. (They must also ensure that there is a sufficiently trained deputy to receive the information in their absence and any changes to the database must be reported to the single point of contact (SPOC) as soon as practicable)
- A contact email address for the key adult; and
- A contact telephone number for the key adult to be contacted on.

The School or EYSEYS will use the information as set out and will not onwardly disclose the information received from the Council. A record will be securely held in the child's safeguarding file.

7. Roles and Responsibilities under this Agreement

The people who will have access to the information under this Agreement are:

Norfolk Constabulary (ICO Registration number Z4894872)

DI David Burke – MASH Domestic Abuse Safeguarding Team

Norfolk County Council Children's Services (ICO Registration number Z534327X)

OFFICIAL

CADS Education Representative – Learning & Inclusion Service, Norfolk County Council

Claire Farrelly, Safeguarding Adviser - Learning & Inclusion Service, Norfolk County Council

Joanne Lamb, Senior Advisor – Early Years Learning, Learning & Inclusion Service

Norfolk Schools – Key Adults – Register maintained by Norfolk County Council

Norfolk EYSEYS – Key Adults – Register maintained by Norfolk County Council

The Constabulary and the Council's Children's Services must identify a single point of contact ("SPOC") who will be responsible for the development of this Agreement on behalf of the relevant business area and the first port of call for any questions about this agreement. The "SPOC" will also be responsible for any reviews or amendments to the Agreement. The "SPOC" for each partner should also be notified of any breach or dispute and will be responsible for obtaining authorisation to disclose any information to a third party.

SPOC's should maintain regular contact with each other and ensure that appropriate audit trails of sharing are retained and made available when required. Any changes in SPOC will be notified in writing as soon as practicable and in any event within 5 working days after such a change has occurred.

The SPOCs are:

Name: DI Dave Burke

Position: Safeguarding DI

Organisation: Norfolk Constabulary

Name: Claire Farrelly

Position: Safeguarding Adviser– Safeguarding, Partnerships and Opportunity

Organisation: Norfolk County Council Children's Services

Name: Jo-anne Lamb

Position: Head of Early Years Learning and Childcare, Sufficiency, Planning and Education Strategy

Organisation: Norfolk County Council Children's Services

Schools and colleges – Individual school's Key Adults

EYs – Individual EYs' Key Adults

Only appropriate and properly authorised persons will have access to the information specified in this Agreement. If in doubt, a person intending to share or access information should contact their SPOC or Data Protection /Information Management Team.

All Parties must be fully aware of their obligations under the UK GDPR and DPA 2018 and must have the appropriate training, policies and procedures in place to ensure compliance.

It will be the responsibility of all partners to ensure that:

- Realistic expectations prevail from the outset
- Ethical standards are maintained
- A mechanism exists by which the flow of information can be controlled
- A mechanism exists by which the integrity of the data is upheld
- Appropriate training with regard to both this agreement and the UK GDPR and DPA 2018 in general is given to all relevant staff
- Adequate arrangements exist to audit adherence to the Agreement

- The sharing is covered under each party's privacy information notice¹

The Parties are aware that the deliberate or reckless disclosure of personal data (obtained under this Agreement) to other organisations or persons may amount to a criminal offence under the DPA.

The Constabulary's role

The Constabulary will collate and prepare a spreadsheet of all domestic incidents where a child was present and missing episodes. This will be emailed to Children's Services staff within the Education Quality Assurance, Intervention & Regulation Service (EQAIRS).

The Council's Safeguarding, Partnerships and Opportunity Services Role:

The Council's Safeguarding, Partnerships and Opportunity Service will

- identify the relevant School(s)
- e-mail these Schools using the AnyComms+ before 9am to notify them of the incident and provide sufficient information to the schools so that the schools are able to provide emotional support for children involved
- keep an accurate record of all notifications made
- keep an accurate record of named Key Adults for each education provider
- maintain the register of schools who are partners in the Agreement
- provide a briefing session for all designated Key Adults nominated by their school, prior to the school receiving notifications.
- ensure the briefing session is relevant and informative.
- regularly review Operation Encompass (schools and colleges).

The Council's Early Years Learning and Childcare Service's Role:

The Council's Early Years Learning and Childcare Service will

- identify the relevant EYs
- e-mail these EYs using the AnyComms+ before 9am to notify them of the incident and provide sufficient information to the EYs so that the EYs is able to provide emotional support for children involved
- keep an accurate record of all notifications made
- keep an accurate record of named Key Adults for each education provider
- maintain the register of schools who are partners in the Agreement
- provide a briefing session for all designated Key Adults nominated by their EYs, prior to the school receiving notifications.
- ensure the briefing session is relevant and informative.
- regularly review Operation Encompass (EYs).

The school's role:

The schools will

- ensure there is a Key Adult and deputy within the school and that they have attended the appropriate briefing prior to receiving notifications. This must be a trained DSL with responsibility for safeguarding in line with Norfolk Safeguarding Children Partnership training requirements.
- ensure the Key Adult signs the Operation Encompass Agreement (See [Operation Encompass Protocol for schools and colleges](#)) and returns it to the CADS Education Representative via operationencompass@norfolk.gov.uk.
- ensure the Key Adult is available to receive the notification from AnyComms+ each morning during term time.

¹ [Children's Services Privacy Notice](#)

- ensure they keep an accurate record of each notification and store it utilising the current process used to store child protection paperwork within the school.
- provide silent or overt support to child, following a notification.
- provide Safeguarding, Partnerships and Opportunity Service with an up-to-date list of the Key Adults within their school, contact numbers and email addresses.

The EYs role:

The EYs will:

- ensure there is a Key Adult and deputy within the EYs and that they have attended the appropriate briefing prior to receiving notifications. This must be a trained DSL with responsibility for safeguarding.
- ensure the Key Adult signs the Operation Encompass Agreement (See [Operation Encompass Protocol for EYs](#)) and returns it to earlyyearsoperationencompass@norfolk.gov.uk.
- ensure the Key Adult is available to receive the notification from AnyComms+ each morning the setting is open.
- ensure they keep an accurate record of each notification and store it utilising the current process used to store child protection paperwork within the EYs.
- provide silent or overt support to child, following a notification.
- provide Early Years Learning and Childcare Service with an up-to-date list of the Key Adults within their setting, with their contact numbers and email addresses.

8. Third Parties

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

If any information shared under this agreement is intended for disclosure to any third party outside this agreement the partner making the intended disclosure will consult the originating partner prior to the disclosure being made.

Disclosure of personal data must be relevant. Only the minimum amount of information that needs to be shared to achieve the purpose for sharing it shall be supplied. Norfolk Operation Encompass recognises that there will be children attending education settings outside the local authority boundary but schools and EYs outside of Norfolk are not eligible to participate in the scheme unless they are an independent school where most of the pupils have been placed and funded by Norfolk County Council complying with Norfolk Operation Encompass scheme. In all cases, where there are safeguarding concerns local health and social care agencies will continue to be notified of incidents by the police.

The identity of the originator must be recorded against the relevant data. No secondary use or other use may be made of the information unless the consent of the disclosing party to that secondary use is sought and granted in writing.

Disclosure must be compatible with the second data protection principle: Purpose Limitation

‘Personal data shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purpose (‘purpose limitation’). (Article 5 (1(b)) General Data Protection Regulation)

9. Confidentiality and Vetting

The information shared under this Agreement is classified under the Government Security Classification Scheme as OFFICIAL-SENSITIVE. Under the GSC, handling caveats/conditions may also be applied in addition to the protective marking; these will be clear and self-evident as to their meaning or requirements.

Vetting is not mandatory to view this grade of information; however, staff working in the Council and Schools will either be vetted to NPPV level 2 or have an 'Enhanced' DBS check. What is required at this level of access is a strict 'need-to-know' the information, which all staff viewing shared information must have.

10. Information Security

10.1 Information/Data Transfer

Information will be transferred electronically between the Parties using secure e-mail networks only, AnyComms+, recorded delivery, telephone, and verbally at meetings or in person.

The Parties will take into consideration the requirements of the UK GDPR including Articles 44-49 and no transfers outside the UK are permitted without the approval of the originating data controller.

- 44-General principle for transfers
- 45-Adequate levels of protection
- 46-Transfers subject to appropriate safeguards
- 47-Binding corporate rules
- 48-Transfers or disclosures not authorised by Union Law
- 49-Derogations for specific situations

Should any Parties wish to transfer information to a third country or to an international organisation they must liaise with their Data Protection Officer for further advice.

10.2 Security

All agencies that are provided information under this Agreement are required to conform to the following Norfolk & Suffolk Constabularies Information Security Policy Statement – **Appendix A**, for the purpose of ensuring that a suitable standard for Information Security is maintained. Norfolk County Council will conform to its own information security and data protection policies which are comparable with the above and which ensure compliance with the relevant data protection legislation.

10.3 Retention and Destruction

The information will be retained by Parties under Operation Encompass in line with existing and established business processes, guidelines and legislation. The Constabulary will retain information in line with MOPI. The Council will retain information for 6 years in line with Limitations Act 1980 and the Schools or EYSEYS will retain information in line with their organisation's retention period. All hard copies will then be destroyed by use of a cross shredder. All information on computer systems will be securely deleted.

11. Operational Requirements of this Agreement

11.1 Training and Awareness

All Parties will ensure that all individuals likely to come in contact with the data shared under this agreement are trained in the terms of this agreement, their own responsibilities and their obligations under the UK GDPR and the DPA.

11.2 Subject Access Request

All Parties will comply with the requirements of the UK **GDPR** including Articles 12-22 in relation to subject rights.

- 12 – Exercise of the rights of the data subject
- 13 – Information to be provided where personal data are collected from the data subject
- 14 – Information to be provided where personal data have not been obtained from the data subject
- 15 – Right of access by the data subject
- 16 – Right to rectification
- 17 – Right to erasure ('right to be forgotten')
- 18 – Right to restriction of processing
- 19 – Notification obligation regarding rectification or erasure of personal data or restriction of processing
- 20 – Right to data portability
- 21 – Right to object
- 22 – Automated individual decision-making, including profiling

Any Party receiving a written or verbal request for subject access to personal information under Article 15 of the UK GDPR relating to information shared under this Agreement must direct the request to their Data Protection Officer who will consult with the other Parties prior to the release of any information provided by those Parties. In order to facilitate this, information should be clearly labelled to identify the source Party.

If a Party receives a subject access request and personal data is identified as originating from another agency, it will be the responsibility of the receiving agency to contact the data provider within 2 working days (of becoming aware that Operation Encompass forms part of the request) to consult on the application of potential exemptions under the provisions of the Data Protection Act 2018.

If a Party receives a request from an individual to exercise a right to erasure, rectification, restrict processing, or objection to processing in respect of information shared under this Agreement, it will be the responsibility of the receiving party to contact the other Party within 2 working days to inform them of the action taken. It will also be the responsibility of the receiving party to inform the individuals about the recipient(s) of the relevant personal data.

11.3 Complaints, Security Incidents/Data Breaches/Losses

Any complaints received by the Parties from individuals about the process or procedural issues relating to this Agreement, or regarding information held by any of the parties to this Agreement, will be referred to the Data Protection Officer for the relevant Party for investigation. Where such complaints relate to alleged inaccurate information the Parties will liaise with the Data Protection Officer of the party involved and the appropriate course of action will be taken.

Any potential data loss or breach of Data Protection legislation, including information shared under this agreement being disclosed outside of this agreement, should immediately be brought to the attention of the relevant Parties Business Lead(s), Data Protection Officer, and their counterpart(s) within the other relevant Party. Depending on the urgency, notification of the breach can be made initially verbally and then sent via email. It will be the responsibility of the respective controller to report the incident immediately and to follow their security incident reporting procedures. Should a breach be reported to the Constabulary's Business Lead(s), they shall, without delay, complete and submit an Information Security Incident Form to Information Security who shall deal with the breach in line with the policy.

11.4 Data Quality

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. All information should be checked in respect of quality prior to being shared.

Information discovered to be inaccurate or inadequate for the purpose will be notified to the data owner who will be responsible for correcting the data and notifying all other recipients of the data who must ensure that the correction is made.

All Parties must have processes in place to monitor and check the quality of information.

11.5 Ownership of the information and Indemnity

The Chief Executive/Officer of the Party holding the personally identifiable information will be the Controller. The Chief Executive/Officer of the Party receiving the information will become the Controller on receipt and will be responsible for ensuring that the information is held and used securely in accordance with Data Protection legislation, other relevant legislation, this Agreement and will accept total liability for a breach of this Agreement should any legal proceedings be served in relation to the breach.

There is no requirement for an indemnity in relation to this ISA as the responsibility of Data Controller passes to the receiving party.

The Parties shall not assign, sub-contract or transfer its rights or obligations under this Agreement in whole or part to any third party without prior written consent of the other parties.

11.6 Commencement, Review and Audit

This Agreement replaces the previous Information Sharing Agreement between the Parties, which commenced from the start of the Autumn Term 2016 and amended in 2018, 2019, 2020 and 2025.

This Agreement will be reviewed on an annual basis. Interim reviews of this Agreement may, however, be carried out at the specific request of any of the Parties.

Each Party will ensure they keep an audit trail of all information shared and received in relation to the purpose and processes of this Agreement.

Each Party will provide the other Party on reasonable request with evidence that all aspects of this Agreement are being complied with.

The Parties will allow the other Party to carry out an audit to ensure each Party is in compliance with this Agreement.

Where a new iteration of this Information Sharing Agreement is issued after review, all Parties will automatically novate to the new version.

The Parties will complete the Norfolk & Suffolk Constabulary Annual Audit Declaration - **Appendix B** on request. The SPOC for Norfolk Constabulary will be responsible for ensuring that the Parties complete the Annual Audit Declaration.

The Parties will report all issues, complaints or queries about the operation of this Agreement at each of its reviews and the outcomes recorded in writing.

11.7 Termination

This Agreement may be terminated at any time upon receipt of a written request from any of the Parties and with the agreement of the other Parties.

12. Signatures

Organisations signatures: I confirm I have read and understood this agreement and am duly authorised to sign this agreement. I hereby agree to the terms and conditions imposed therein.

Name of Organisation: Norfolk Constabulary

Name: Paul Sanford

Position: Chief Constable

Signature:



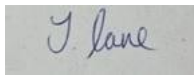
Date: 27th October 2025

Name of Organisation: Norfolk County Council

Name: Jenna Lane

Position: Caldicott Guardian, Head of Business Development and Technology, Children's Services

Signature:



Date: 25 September 2025

Contact Telephone Number: 01603 223468

Further details to be added as the school/EYs joins the Agreement (appendix 9 Operation Encompass protocol schools & colleges or Appendix 9 EYs)

APPENDIX A

Constabulary Information Security Policy Statement

All Chief Constables are committed to compliance with the Community Security Policy, and they and Partner Organisations are expected to ensure that all data and information is handled in line with the HMG Security Policy Framework, specifically meeting the following Mandatory Requirement:

Departments and Agencies must have an information security policy setting out how they and any delivery partners and suppliers will protect any information assets they hold, store or process (including electronic and paper formats and online services) to prevent unauthorised access, disclosure or loss. The policies and procedures must be regularly reviewed to ensure currency.'

Scope

These Information Security Requirements and Objectives apply to the following:

- Roles & Responsibilities

All persons or parties conducting work for either Signatory regardless of any form of employment, including contractors providing services, agency workers and trainees on vocational or work experience.

- Data & Information

- Whether stored, copied, duplicated or transmitted, all 'soft' (electronic, digital and virtual) data, information and communications on servers, networks, connectivity, ICT kit such as PCs, workstations, laptops, and authorised multimedia devices including USBs, mobile phones, tapes and CDs.
- Also 'hard' information printed or written on paper or other medium such as whiteboards and flipcharts, and transmitted by any method whatsoever, such as fax or scanner.
- Additional safeguards should be considered, specified and documented according to the sensitivity and classification of the data, information, and/or circumstances of the Agreement, for example observing operational security, such as precautions against eavesdropping.

- Data: The Data Protection Act & Information Commissioner's Office

- Where Signatories process personal data defined by the Act, they agree to apply security measures, commensurate with principle 6 of the Data Protection Act 2018: "processed in a manner that ensures appropriate security of the personal data, using appropriate technical or organisational measures (and, in this principle. "appropriate security" includes protection against unauthorised or unlawful processing and against accidental loss, destruction or damage)
- These Information Security Requirements and Objectives should evidence this principle.

Information Security Requirements & Objectives

To that end, Signatories to this agreement should ensure, document and be able to evidence, that they have in place common technical and organisational security arrangements, evidencing the following appropriate, proportionate and reasonable Information Security Requirements and Objectives:

- Information Security risk assessments to establish, evaluate and accept risks, and put in place appropriate controls to manage them.
- Information Security Policies, Guidelines, Processes, Controls and Practices in place to protect, and ensure the confidentiality, integrity and availability of data and information and systems under their control.
- An Information Security Review process at planned intervals, so that should significant changes occur this will ensure their continued suitability, adequacy, and effectiveness; i.e. for technological, legal, contractual and regulatory requirements and organisational changes.

Specifically, they should address the Information Security Requirements and Objectives below.

- **Information Security Policy** - A documented Information Security Policy should provide governance, management direction and support for information security according to relevant business and organisational requirements, contractual obligations, laws, statutes, regulations and best practices.
- **Organisation of Information Security** - Internal Organisation & External Parties to manage information security within the organisation and maintain the security of information and information processing facilities that are accessed, processed, communicated to, or managed by external parties.
- **Asset Management** - Responsibility for Assets & Information Classification to achieve and maintain appropriate protection of organisational assets, and ensure information receives an appropriate level of protection.
- **Human Resources Security** - Prior to, During & After Employment. Training & Awareness to ensure that employees, contractors, third parties, and other users understand their responsibilities, and are suitable for the roles they are considered; reducing the risk of theft, fraud or misuse of facilities; and are aware of information security threats and concerns, their responsibilities and liabilities, and are equipped to support security policy in their normal work, reducing the risk of error; and to ensure that all users exit or change employment in an orderly manner. Information security programmes should be available and imparted to all relevant users.
- **Physical & Environmental Security** - Secure areas & Equipment Security to prevent unauthorised physical access, damage and interference to the organisation's premises and information; and prevent loss, damage, theft or compromise of assets and interruption to the organisation's activities.
- **Communications & Operations Management** - Operational Procedures, Responsibilities & Third-Party Service Delivery Management to ensure the correct and secure operation of information processing facilities; and implement and maintain the appropriate level of information security and service delivery in line with third party service delivery agreements;
- **System Planning** - Acceptance & Protection against malicious & mobile code to minimise the risk of systems failures; and protect the integrity of software and information;
- **Back-up & Network Security Management** - To maintain the integrity and availability of information and information processing facilities and ensure the protection of information in networks and the protection of the supporting infrastructure.
- **Media Handling** - Exchange of Information & Monitoring to prevent unauthorised disclosure, modification, removal or destruction of assets, and interruption to business

activities; maintain the security of information and software exchange internally and with any external entity; and detect unauthorised information processing activities.

- **Electronic Commerce Services** - To ensure their security, and secure use.
- **Access Control**
 - Business Requirement for Access Control & User Access Management to control access to information, ensuring authorised user access, preventing unauthorised access to information systems.
 - User Responsibilities & Network Access Control to prevent unauthorised access, compromise, theft of information and information processing facilities; and access to networked services.
 - Operating System, Access, Application, & Information Access Control to prevent unauthorised access to operating systems; and information held in application systems.
 - Mobile Computing & Teleworking to ensure information security when using mobile computing and teleworking facilities.
- **Information Systems Acquisition, Development & Maintenance**
 - Security Requirements of Information Systems & Correct Processing in Applications to ensure that security is an integral part of information systems, and prevent errors, loss, unauthorised modification or misuse of information in applications.
 - Cryptographic Controls & Security of System Files to protect the confidentiality, authenticity or integrity of information by cryptographic means, and ensure the security of system files.
 - Security in Development, Support Processes & Technical Vulnerability Management to maintain the security of application system software and information, and reduce risks resulting from exploitation of published technical vulnerabilities.
- **Information Security Incident & Breach Management** - To report information security threats, events and weaknesses ensuring those associated with information systems are communicated to allow timely corrective action; and manage incidents and improvements, ensuring a consistent and effective approach is applied to information security incidents.
- **Business Continuity Management** - To counteract interruptions to business activities and to protect critical business processes from the effects of major failures of information systems or disasters and to ensure their timely resumption.
- **Compliance with Legal Requirements** - To avoid breaches of any law, statutory, regulatory or contractual obligations, and of any security requirements, and that they are met wherever applicable; and to ensure compliance of systems with organisational security policies and standards, and to maximize the effectiveness of and to minimise interference to/from the information systems audit process.

APPENDIX B



**ANNUAL AUDIT DECLARATION FOR THE OPERATION ENCOMPASS
INFORMATION SHARING AGREEMENT**

“I confirm that I have sample checked a number of requests for police information to ensure all police information received has only been used/processed in line with the Operation Encompass Information Sharing Agreement. Any exceptions have been reported to Norfolk & Suffolk Constabularies.”

“Additionally, I can confirm that all procedures and processes stated in the Operation Encompass Information Sharing Agreement are currently in place.”

Period*Put in relevant dates*

ORGANISATION: Norfolk Constabulary

Signature:

Name:

Date:

APPENDIX C

Notification process for schools and EYSEYS for Domestic Abuse and missing episodes incidents

This process intends to notify schools, colleges or EYSEYS before 9am or as soon as possible thereafter where a child has have witnessed and/or been present at a domestic abuse related incident attended by police or a missing episode. This process does not replace existing child protection / safeguarding arrangements.



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