NORFOLK CONSTABULARY
Our Priority Is You

INFORMATION SHARING AGREEMENT

BETWEEN

NORFOLK CONSTABULARY,

NORFOLK COUNTY COUNCIL AND NORFOLK SCHOOLS, ACADEMIES, COLLEGES AND NURSURIES UNDER

OPERATION ENCOMPASS

Summary Sheet

ISA Reference	ISA-001822/16
Purpose	**Operation Encompass** is a multi-agency approach to give early notification to schools, academies, colleges and nurseries that a child or young person has been present, witnessed or been involved in a domestic abuse incident. Nominated key adults within local schools 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, academies, colleges and nursuries
Date Of Agreement	June 2016
Review Date	December 2016, then annually
ISA Owner	Superintendent Safeguarding and Harm Reduction
ISA Author	Information Compliance Manager

Consultation Record

Reviewer	Date of Approval
Head of Department owning the ISA	
Any Other Internal Stakeholders	
External Stakeholders	
Information Compliance Manager	
Information Security Manager (where relevant)	

Version Control

Version No.	Date Amendments Made	Authorisation

1. Introduction

For Partners/Agencies/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.

Operation Encompass is an initiative between Norfolk Police and local schools, academies, colleges and nurseries to share domestic abuse (DA) information with nominated key adults where it is identified that a child was present, witnessed or was involved in such an incident. 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.

This Information Sharing Agreement replaces any former agreements by the Partners for the described purpose.

Throughout this ISA, the term '*school*' will be used generically as representing all schools, academies, colleges and nurseries in the Norfolk local authority area.

Parents, teacher's, governors of schools and local councillor's will be made aware of the implementation of Operation Encompass.

2. Partners to the Agreement

The Partners to this agreement are:

Norfolk Constabulary
Norfolk County Council

Target Schools are listed in Appendix E

3. Purpose

The purpose of this agreement is to facilitate the lawful exchange of information in order to comply with the statutory duty on Chief Police Officers 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 DA incident.

The sharing of DA information between Norfolk Police and schools will allow a 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).

Operation Encompass will enable DA to become an issue that can be discussed in schools and will not be seen as a 'taboo' subject. 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.

4. Legal Basis

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 Data Protection Act 1998 and the Human Rights Act 1988

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

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 Data Protection Act 1998
- 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 Parties 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.

Parties will treat all police data ethically, with integrity, fairness, honesty, respect, accountability, objectivity and transparently in line with the Police Code of Ethics.

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

4.2 Fair Processing

The starting point in relation to sharing information is that Parties will be open and honest with individuals from the outset about why, what, how and with whom information will or could be shared. Each participating school will be writing to all parents informing them that information may be shared between the parties for the purposes previously described.

4.3 Legitimate Expectation

The sharing of information by police must fulfil a policing purpose, in that it will be done in order to prevent and detect crime, apprehend and prosecute offender or protect life in some circumstances and in others it will fulfil a duty upon the police provided by statute law.

It can be reasonably be assumed that the persons from whom information is obtained will legitimately expect that police will share it appropriately with any person or party that will assist in fulfilling the policing purposes mentioned above.

Consent will be considered before the individual's information has been shared. In cases, where consent has been granted individuals will have a legitimate expectation of how their data is going to be used and with whom it may be shared and why.

4.4 Freedom of Information Act

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 signatories' Publication Schemes.

Any requests for information made under the Act that relates to the operation of this agreement should, where applicable, be dealt with in accordance with the Code of Practice under S45 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.

5. Privacy Impact Assessment

This ISA describes the formalisation of a pre-existing and lawful process and presents no additional privacy concerns. It has been determined in this case that the ISA addresses the privacy points. A Privacy Impact Assessment has been considered and for this purpose one was not deemed necessary.

6. Information Sharing Process/Procedures

The information sharing procedures are laid out in Appendix C and within the Operation Encompass Norfolk Joint Agency Protocol.

6.1 **Norfolk Constabulary will share:**

- 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;
- the names and dates of birth of any child from that school 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.

6.2 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 (a person with child safeguarding training). Where DA 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.

6.3 The key adult will be the person available each day to receive the details of the DA incident and assess the type of support needed for the child. Norfolk Constabulary will hold a database of all key adults in the Norfolk area.

6.4 **Partners to this agreement will share:**

- 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.

7. Roles and Responsibilities under this Agreement

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

Norfolk County Council Children's Services

- Education Representative – Norfolk Multi Agency Safeguarding Hub

Norfolk Schools – Key Adults – as per list of signatories at Appendix E

All Parties to this agreement must appoint Designated Liaison Officer who will be responsible for this agreement and will be the first port of call for any questions about this agreement.

The Designated Liaison Officers for this agreement:

Norfolk Constabulary

Name: Detective Inspector James Brown

Contact details: 01603 - 276051

Norfolk County Council Children's Services

Name: Jane Kett

Contact detail: 0344 800 8020

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 Designated Liaison Officer or Data Protection Team.

Multi Agency Safeguarding Hub's Role:

Police will collate and prepare a morning spreadsheet of all domestic incidents where a child was present. This will be emailed to Children's Services staff within the MASH. CareFirst/PSS/Core+ will be searched and education provider will be established. Children's Services staff will then ring schools before 9am to notify them of the incident.

Multi Agency Safeguarding Hub Responsibility:

- To provide a spreadsheet of all domestic incidents where a child was present before 8am the following morning.
- To establish the correct educational provider.
- To provide schools with enough information before 9am so they are able to provide emotional support for children involved.
- To keep an accurate record of all calls made
- To keep an accurate record of named Key Adults for each education provider

School's role:

School's will make their designated Key Adult available to receive notifications before 9am. This information must be recorded (See Appendix C), stored utilising the current process used to store child protection paperwork within the school and disseminated to the appropriate staff. School staff will then decide on the appropriate support the child requires, this could be silent or overt.

School's responsibility:

- To 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 someone who is a trained DSL with responsibly for safeguarding.
- To ensure the Key Adult signs the Operation Encompass Agreement (See Appendix D) and returns it to designated officer.
- Ensure the Key Adult is available to receive the notification from Children's Services staff each morning
- To 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.
- To provide silent or overt support to child, following a notification.
- To provide MASH with an up-to-date list of the Key Adults within their school and contact numbers.

Norfolk County Council's role:

To provide a briefing session for all designated Key Adults nominated by their school, prior to the school receiving notifications.

Norfolk County Council's Responsibility:

- To ensure the briefing session is relevant and informative
- To ensure briefing sessions are regular and spread through the localities to maximise courage

To regularly review Operation Encompass

7.1 Third Parties

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

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. Where a report is received regarding a child who resides in Norfolk but attends an out of county school then this information will not be shared as they are not covered by this protocol.

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:

'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'. (Schedule 1 Data Protection Act 1998).

8. Confidentiality and Vetting

The information shared under this agreement is classified under either the Government Protective Marking Scheme (GPMS) which requires this information to be marked as 'RESTRICTED', or from later in 2016 the new Government Security Classification Scheme (GSC) where the information will be marked 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 within the MASH, Norfolk County Council and Schools who will have access to the shared information will either be vetted to NPPV level 3 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.

9. Information Security

9.1 Information/Data Transfer

Information will be transferred electronically between organisations using secure e-mail networks only, such as pnn, gcsx. gsi, gse, nhs.net or cjsm or by recorded delivery, telephone, and verbally at meetings or in person.

Parties to this agreement must take into consideration the requirements of the Data Protection Act 1998 including Principle 8 whereby, information shall not be transferred to a country or territory outside the European Economic Area (EEA) unless that country ensures an 'adequate' level of protection for the rights and freedoms of data subjects in relation to the processing of their personal data.

Should any Parties wish to transfer information to a country outside the EEA they must liaise with their Data Protection Officer/Information Compliance Manager 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.

9.2 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.

9.3 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 Police shall retain information in line with MOPI whilst Norfolk County Council and the schools retain information until a child's 25th birthday (six years after the subject's last contact with the authority). All hard copies will then be destroyed by use of a cross shredder. All information on computer systems will be securely deleted.

10. Operational requirements of this Agreement

10.1 Training and Awareness

All Parties will hold a copy of this agreement. It is the responsibility of each Party to 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 Data Protection Act 1988.

10.2 Subject Access Request

Parties to this agreement must take into consideration the requirements of the Data Protection Act 1998 including Principle 6 whereby, information can be accessed by the data subject, (person about whom the information relates) commonly known as Subject Access.

Any Party receiving a request for subject access to personal information held as part of this agreement, must direct the request to their Data Protection Officer/Information Compliance Manager 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.

10.3 Complaints and Breaches

Any complaints received by subscribing Parties from individuals about the process or procedural issues relating to this agreement will be referred to the Data Protection Officer/ Information Compliance Manager for the relevant Party. Where such complaints relate to alleged inaccurate information the Parties will liaise with the Data Protection Officer/Information Compliance Officer of the Party involved and the appropriate course of action will be taken.

Any potential breach of the Data Protection Act should immediately be brought to the attention of the relevant Parties Data Protection Manager/Information Compliance Manager, and their counterpart(s) within the other relevant Party. Should a breach be reported to the Norfolk Constabulary business lead they shall complete and submit a Security Incident Form to Information Security who shall deal with the breach in line with the policy. The Information Asset Owner shall be notified.

10.4 Data Quality

All information will be checked for accuracy before being shared. Any information discovered to be inaccurate or inadequate for the purpose will be returned to the originating Party who will be responsible for correcting the information and notifying the recipient Party who must subsequently ensure a correction is made.

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

10.5 Indemnity

The Parties who are party to this agreement will fully indemnify each other for all direct and indirect losses, damages, costs, expenses, liabilities, claims or proceedings, whether these arise under statute or common law, (together referred to as losses) which they suffer as a result of any negligence, default or breach of statutory duty on the part of any of the Parties or on the part of any person they employ or engage to carry out their obligations in relation to the information released to them under this Agreement.

10.6 Commencement, Review and Audit

This agreement will commence from the start of the Autumn Term 2016 and will be reviewed on a bi-annually 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 agrees to provide the other Parties on request with evidence that all aspects of this agreement are being complied with.

Parties agree to allow the other Parties to carry out audits to ensure each Party is in compliance with this agreement.

Parties agree to complete the Norfolk & Suffolk Constabulary Annual Audit Declaration - Appendix B on request. The Designated Officer for Norfolk & Suffolk Constabulary will be responsible for ensuring that the Parties complete the Annual Audit Declaration.

All issues, complaints or queries about the operation of this Agreement must be reported at each of its reviews and the outcomes recorded in writing.

10.7 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.

11. 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: Catherine Harn.

Position: Deputy Chief Constable

Signature:

Date: 9 August 2016.

Contact Telephone Number: 01953 424215

Name of Organisation: Norfolk County Council

Name: Don Evans

Position: Assistant Director

Signature:

Date: 25th August 2016

Contact Telephone Number:

Further details to be added as the school joins the Agreement. Targeted schools are listed in Appendix E

APPENDIX A

1 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.'

2 Scope

These Information Security Requirements and Objectives apply to the following:

2.1 Roles & Responsibilities

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

2.2 Data & Information

a) 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.

b) 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.

c) 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.

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

a) Where Signatories process personal data defined by the Act, they agree to apply security measures, commensurate with principle 7 of the Data Protection Act 1998, by applying: "appropriate technical and organisation measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data".

b) These Information Security Requirements and Objectives should evidence this principle.

3 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 :

a) Information Security risk assessments to establish, evaluate and accept risks, and put in place appropriate controls to manage them.

b) 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.

c) 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.

3.1 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.

3.2 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.

3.3 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.

3.4 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, misuse of facilities, inappropriate disclosure or exfiltration of data; 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.

- Any user, supplier or 3rd party involved in the consumption (or provision) of PSN(P) services shall receive appropriate security vetting (see below).
- All employees of the organisation, and where relevant, contractors and 3rd parties shall receive commensurate awareness training and awareness updates in organisational policies and procedures relevant for their job function. Training shall include elements of physical, personnel and electronic security guidance.

- An Acceptable Use Policy shall be in place. Users will positively confirm their acceptance of the policy and that communications sent or received by means of the PSN(P) network may be intercepted or monitored and users understand the consequences of non-compliance.
- As an organisation Suffolk and Norfolk Constabularies have given an undertaking as part of their PSN(P) accreditation that all Police Staff and others who have access to Police data will be vetted in line with ACPO vetting policy, which defines non-police staff as requiring vetting to a minimum of NPPV3.

3.5 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.

- All equipment (including hosts, routers, firewalls, cabling etc.) used for the provision of consumption of PSN(P) services shall have physical security controls commensurate to their function.
- The organisation shall ensure that physical access to the buildings and rooms holding PSN(P) equipment and terminals are secured in line with the recommendations and guidance provided in relation to the PSN(P).

3.6 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 minimize the risk of systems failures; and protect the integrity of software and information;
- All infrastructure shall carry out security services to identify malware and vulnerability exploiting code at the gateway. Where encryption prevents this, an equivalent level of protection shall be implemented at the end points.
- Appropriate services shall be in place to identify and isolate malicious software, viruses, macros, dangerous file types, mobile code and spyware.
- Any data introduced through removable media shall be subject to content analysis and anti-virus scanning, ideally via a standalone virus checking process before being introduced to the PSN(P) environment.
- **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.
- Use of removable media will be in accordance with the policy governing the use of removable media.
- **Electronic Commerce Services:** To ensure their security, and secure use.

3.7 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.
- Access to services should be for named individuals only, and be supported by a sufficiently robust access control policy that will include authentication requirements.

  As part of an access control policy, the organisation should consider whether/how to restrict access to information by individuals that do not have a business requirement for accessing a system and its data.

- **User Responsibilities & Network Access Control:** To prevent unauthorised access, compromise, theft of information and information processing facilities; and access to networked services.
- It is imperative that user accounts are unique to enable the tracking of specific activity to named individuals.
- User activity must be correlated to a user via the use of a unique user identifier. Each user connected to the network shall be assigned a unique user ID in order that it can be used for authentication of that individual user.
- The access control policy will be sufficient to manage the risk to the organisation. This policy will also cover remote and mobile solutions (if appropriate).
- **Operating System, Access, Application, & Information Access Control:** To prevent unauthorised access to operating systems; and information held in application systems.
- Hardware (and software) shall be locked down in accordance with the organisations lock down policy and is part of the overall risk managed approach so that functionality is limited to what is required for the provision or consumption of the PSN(P) service.
- The execution of unauthorised software shall be prevented
- A configuration control process shall be in place that prevents unauthorised changes to the standard build of network devices and hosts
- Users shall use accounts with the least privilege required to perform their roles
- Controls will be implemented to ensure that executable content shall not run.
- Measures shall be put in place to minimise the details of the internal network structure, components and security tools and techniques that are passed outside of the organisation.
- **Mobile Computing & Teleworking:** To ensure information security when using mobile computing and teleworking facilities.
- The access control policy will be sufficient to manage the risk to the organisation. This policy will also cover remote and mobile solutions (if appropriate).
- Appropriate controls and management of the technical environment will be in place for any device that has access to the PSN(P) network.
- Any mobile or portable device that has access to the PSN(P) network shall be considered by the organisational lockdown and configuration management policies.
- Where possible any mobile or remote device that has access to the PSN(P) network should use two factor authentication.
- Remote and mobile devices shall employ encryption to protect data at rest and in transit. The cryptography employed shall have a suitable level of assurance.

3.8 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.
- Protective monitoring controls commensurate to their environment and the data processing requirements shall be applied.
- Audit logs shall be retained for the required period defined by the PSN(P) Code of Connection.
- A consistent time source shall be ensured and which will be synchronised across all PSN(P) accessing devices. This is to support effective log analysis.
- It will be possible to match server activity to a specific user in order to support the audit and accounting requirements.
- **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.

3.9 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.

- The organisation shall consider the PSN(P) Incident Management Process in developing and implementing organisational incident response processes.
- Information, physical and personnel security incidents shall be reported through commensurate internal management channels manged by the organisations Security Officer in accordance with the organisation's incident management policy
- For incidents that impact on the PSN(P) the organisation's security officer shall report incidents to the PSN(P) security manager and other entities as required.

3.10Business 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.

3.11Compliance 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 minimize interference to/from the information systems audit process.

APPENDIX B

NORFOLK CONSTABULARY
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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 Constabulary."

"Additionally, I can confirm that all procedures and processes stated in the ..... Information Sharing Agreement is currently in place."

Period .....*Put in relevant dates*

ORGANISATION:.....

Signature: .....

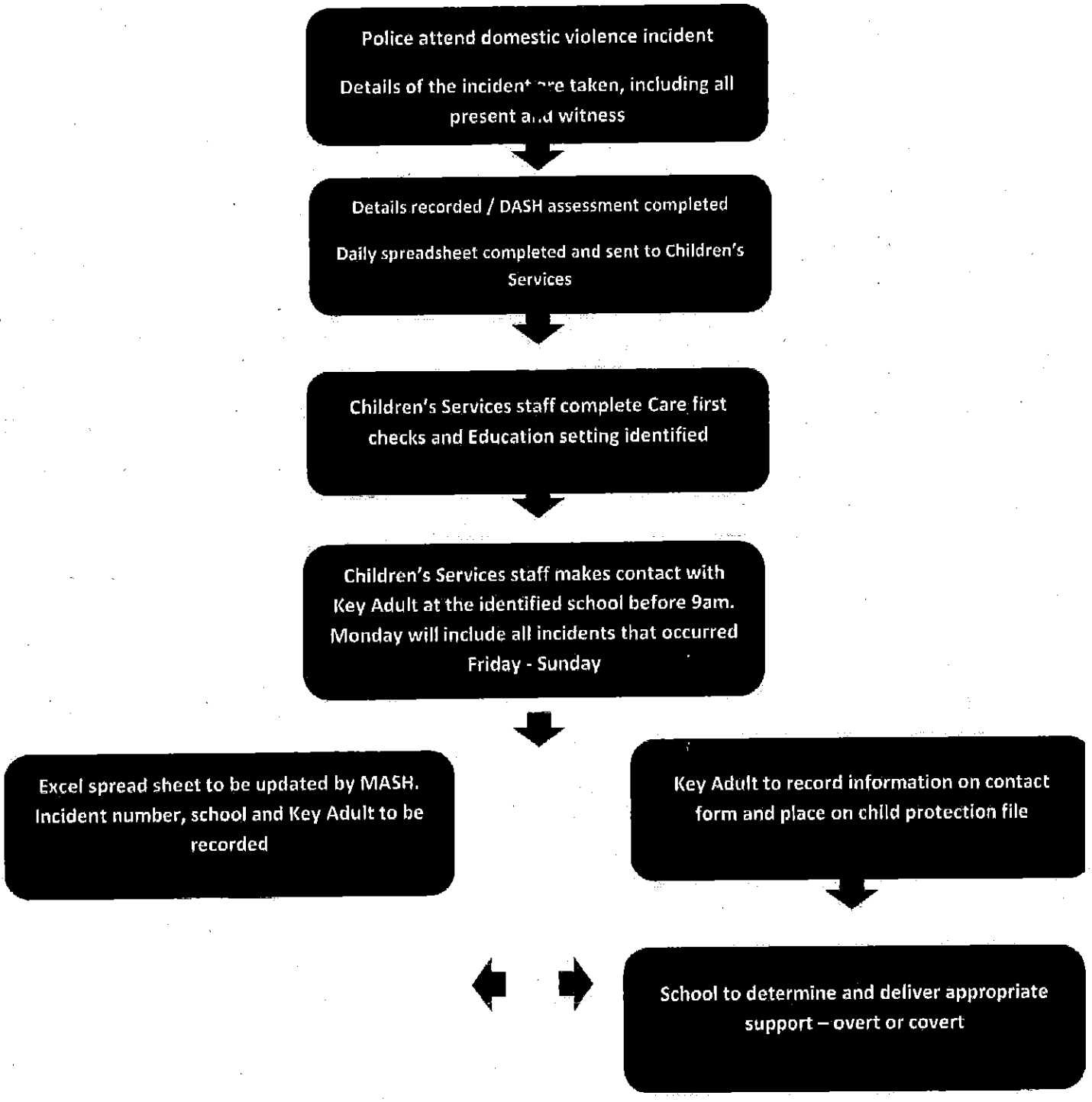
Name:.....

Date:.....

APPENDIX C

Notification process for schools for Domestic Violence Incidents

This process intends to notify schools before 9am where a child has been witness, present or involved in a domestic incident, where police have attended. This process does not replace existing child protection / safeguarding arrangements.



APPENDIX D

Operation Encompass Agreement

Operation Encompass is a joint operation between Norfolk Children's Services, Norfolk Police and School. It has been established to provide schools with notification of domestic incidents that have occurred the previous day before 9am the following morning. This enables schools to provide timely support to the children and their families. To enable schools to start receiving notifications they must have;

- Read and agreed to the Information Sharing Agreement
- Provide at least 2 nominated members of staff to be Key Adults, they must to Designated Safeguarding Trained and have attended the Operation Encompass Briefing. Informing the named person in the protocol when a Key Adult leaves the school.
- Informed all parents of the school about their intentions to be part of Operation Encompass.

Please complete the form below and return it to Daniel Halls – Daniel.Halls@Norfolk.gov.uk

Name	
Job title	
School	
Contact Number	(Please include direct dials/mobile numbers if applicable)

I confirm that I have read and agreed to the information Sharing Agreement.

I confirm that the school has sent the letter provided to all parents / carers informing them of the schools intentions to participate in Operation Encompass.

I confirm that I understand the sensitive nature of the information I may receive regarding children young people and their families as part of operation Encompass and agree that the school is responsible for the appropriate sharing of that information therafter.

Name:

Job Title:

Signature:

Date:

APPENDIX E

Target schools for Operation Encompass;

Acle Academy
Acle St Edmund C Of E Primary School
Admirals Academy
Alburgh With Denton CE VC Primary School
Aldborough Primary School
Alderman Peel High School
Alderman Swindell Primary School
All Saints Academy
All Saints Ce Va Primary, Winfarthing
Alpington & Bergh Apton CE VA Primary School
Angel Road Infant School
Angel Road Junior School
Anthony Curton Ce Primary School
Antingham And Southrepps Primary School
Archbishop Sancroft CE High School
Arden Grove Infant & Nursery School
Ashill VC Primary School
Ashleigh Primary And Nursery School
Ashwicken CE Primary School
Aslacton Primary School
Astley Primary School
Attleborough Academy Norfolk
Attleborough Infant School
Attleborough Junior School
Avenue Junior School
Aylsham High School
Bacton Primary School
Banham Community Primary School
Barford Primary School
Barnham Broom CE VA Primary School
Bawdeswell Community Primary School
Beeston Primary School
Bignold Primary School And Nursery
Bishop's CE VA Primary School
Blakeney CE VA Primary School
Blenheim Park Community Primary School
Blofield Primary School

Bluebell Primary School
Bradwell Homefield CE VC Primary School
Brancaster CE VA Primary School
Bressingham Primary School
Brisley CE VA Primary School
Broadland High School
Brooke VC CE Primary School
Browick Road Primary School
Brundall School
Bunwell Primary School
Bure Valley School
Burnham Market Primary School
Burston Community Primary School
Buxton Primary School
Caister Academy
Caister Infant School
Caister Junior School
Cantley Primary School
Carleton Rode CE VA Primary School
Castle Acre Church Of England Primary Academy
Caston CE VA Primary School
Catfield CE VC Primary School
Catton Grove Primary School
Cawston VC Primary School
Cecil Gowing Infant School
Chapel Break Infant School
Chapel Road School
Cherry Tree Academy Trust Marham Infant
Cherry Tree Academy Trust Marham Junior
Churchill Park School
City Academy Norwich
City Of Norwich School
Clenchwarton Primary School
Cliff Park Infant School
Cliff Park Junior School
Cliff Park Ormiston Academy

Cobholm Primary Academy
Colby Primary School
Colkirk Church Of England Primary Academy
College Of West Anglia
Colman Infant School
Colman Junior School
Coltishall Primary School
Corpusty Primary School
Costessey Infant School
Costessey Junior School
Cringleford CE VA Primary School
Cromer Academy Trust
Cromer Junior School
Denver CE VC Primary School
Dereham Church Infant And Nursery School
Dereham Church Of England Junior Academy
Dereham Neatherd High School
Dereham Sixth Form Centre
Dersingham VA Primary & Nursery School
Diamond Academy
Dickleburgh CE VC Primary School
Diss CE VC Junior School
Diss High School
Diss Infants & Nursery School With Children's Centre
Ditchingham Church Of England Primary Academy
Docking CE Primary School & Nursery
Downham Market Academy
Drake Infant School & Nursery
Drayton CE VC Junior School
Drayton Community Infant School
Duchy Of Lancaster Methwold Ce Primary School
Dussindale Primary School
Earlham Nursery School
Earsham CE VA Primary School
East Harling Primary School & Nursery

Clover Hill VA Infant And Nursery School
East Norfolk Sixth Form College
East Ruston Area Community Infant School
Eastgate Academy
Easton & Otley College
Eaton Hall Specialist Academy
Eaton Primary School
Edith Cavell Academy and Nursery
Edmund De Moundeford VC Primary School
Edward Worlledge Primary School
Ellingham CE VC Primary School
Emneth Nursery School
Emneth Primary School
Erpingham VC Primary School
Fairhaven CE VA Primary School
Fairstead Community Primary & Nursery School
Fakenham Academy Norfolk
Fakenham Infant & Nursery School
Fakenham Junior School
Falcon Junior School
Filby Primary School
Firside Junior School
Flegg High School
Fleggburgh CE VC Primary School
Flitcham Church Of England Primary Academy
Forncett St. Peter CE VA Primary School
Foulsham Primary School
Framingham Earl High School
Fred Nicholson School
Freethorpe Community Primary School
Frettenham Primary Partnership School
Garboldisham CE VC Primary School
Garrick Green Infants School
Garvestone Primary School
Gayton CE VC Primary School
Gaywood Community Primary School
George White Junior School
Ghost Hill Infant & Nursery School
Gillingham St Michael's Church Of England Primary School Academy

Glebeland Community Primary School
Gooderstone Church of England Primary Academy
Great Dunham Primary School
Great Ellingham Primary School
Great Hockham Primary School And Nursery
Great Massingham CE Primary School
Great Witchingham C Of E Primary Academy
Great Yarmouth College
Great Yarmouth Primary Academy
Great Yarmouth VA High School
Gresham Village School And Nursery
Greyfriars Primary School
Grove House Nursery & Infant School
Hainford Primary Partnership School
Hall School
Happisburgh Ce Va Primary School
Hapton C Of E Va Primary School
Harford Manor School
Harleston C of E Va Primary School
Harpley CE VC Primary School
Heacham Infant & Nursery School
Heacham Junior School
Heartsease Primary Academy
Heather Avenue Infant School
Hellesdon High School
Hemblington Primary School
Hempnall Primary School
Hemsby Primary School
Henderson Green Primary Academy
Hethersett Academy
Hethersett VC Junior School
Hethersett Woodside Infant & Nursery School
Hevingham Primary School
Hickling CE VC Infant School
Highgate Infant School

Hilgay Riverside Academy
Hillcrest Primary School
Hillside Avenue Primary & Nursery School
Hillside Primary School
Hindringham CE VC Primary School
Hingham Primary School
Hobart High School
Hockering C Of E Primary Academy
Holly Meadows School
Holt Community Primary School
Hopton Ce Va Primary School
Horning Community Primary School
Horsford C Of E Va Primary School
Howard Infant & Nursery School
Howard Junior School
Hunstanton Primary School
Iceni Academy
Ingoldisthorpe CE VA Primary School
Jane Austen College
John Grant School
John Of Gaunt Infant & Nursery School
Kelling CE Primary School
Kenninghall Primary School
King Edward Vii Academy
King's Lynn Academy
King's Lynn Nursery School
King's Park Infant School
Kinsale Infant School
Kinsale Junior School
Lakenham Primary School
Langham Village School
Lingwood Primary Academy
Lionwood Infant & Nursery School
Lionwood Junior School
Litcham School
Little Melton Primary School
Little Plumstead CE VA Primary School
Little Snoring Primary School
Loddon Infant & Nursery School
Loddon Junior School
Lodge Lane Infant School
Long Stratton High School

Long Stratton High School
Ludham Primary School And Nursery
Lyng CE VC Primary School
Lynn Grove Academy
Magdalen Gates Primary School
Magdalen Village School
Manor Field Infant & Nursery School
Marsham Primary School
Marshland High School
Marshland St James Primary And Nursery School
Martham Foundation Primary School And Nursery
Mattishall Primary School
Middleton Church Of England Primary Academy
Mile Cross Community Primary School
Millfield Primary School
Moorlands Church Of England Primary Academy
Morley CE VA Primary School
Mousehold Infant & Nursery School
Mulbarton Community Infant School
Mulbarton Junior School
Mundesley Infant School
Mundesley Junior School
Mundford Church Of England Primary Academy
Narborough Church Of England Primary Academy
Neatishead VC Primary School
Necton VA Primary School
Nelson Academy
Nelson Infant School
New Eccles Hall School
Newton Flotman CE VC Primary School
Nightingale First School
North Denes Primary School
North Elmham VC Primary School
North Walsham High School

North Walsham Infant School & Nursery
North Walsham Junior School
North Wootton Primary School
Northgate High School
Northgate Primary School
Northrepps Primary School
Norwich City College
Norwich High School
Norwich Primary Academy
Norwich Road Academy
Notre Dame High School, Norwich
Old Buckenham Community Primary School
Old Buckenham High School
Old Catton CE Junior School
Open Academy
Ormesby Village Infant School
Ormesby Village Junior School
Ormiston Herman Academy
Ormiston Venture Academy
Ormiston Victory Academy
Overstrand The Belfry CE VA Primary School
Parker's CE VC Primary School
Paston Sixth Form College
Peterhouse Church Of England Primary Academy
Poringland Primary School & Nursery
Preston CE VC Primary School
Pulham CE Primary School
Queen's Hill Primary & Nursery School
Queensway Infant School & Nursery
Rackheath Primary School
Raleigh Infant School & Nursery
Recreation Road Infant School

Redcastle Family School
Reedham Primary School
Reepham High School & College
Reepham Primary School
Reffley Community School & Nursery
Robert Kett Primary School
Rockland St. Mary Primary School
Rocklands Community Primary School
Rollesby Primary School
Roydon Primary School
Rudham CE VC Primary School
Runcton Holme Church Of England Primary School
Salhouse CE VC Primary School
Sandringham & West Newton CE VA Primary School
Saxlingham Nethergate CE VC Primary School
Scarning VC Primary School
Scole CE VC Primary School
Sculthorpe Church Of England Primary Academy
Sedgeford Primary School
Seething & Mundham Primary School
Sewell Park Academy
Shelton With Hardwick Community School
Sheringham Community Primary School & Nursery
Sheringham High School
Sheringham Woodfields School
Sidestrand Hall School
Sir Isaac Newton Sixth Form Free School
Smithdon High School
Snettisham Primary School
South Wootton Infant School
South Wootton Junior School
Southery Academy

Southtown Primary School
Sparhawk Infant School & Nursery
Spixworth Infant School
Spooner Row Primary School
Sporle Church Of England Primary Academy
Springwood High School
Sprowston Community High School
Sprowston Infant School
Sprowston Junior School
St Peter's C Of E Primary Academy
St. Andrew's Church Of England Primary Academy
St. Andrew's Lopham CE VA Primary School
St. Augustine's Catholic Primary School
St. Clement's High School (Academy)
St. Edmund's Community Foundation School
St. Faiths CE VC Primary School
St. Francis Of Assisi Catholic Primary School
St. George's Primary & Nursery School
St. German's Primary School
St. John's Community Primary School & Nursery
St. Martha's RC VA Primary School
St. Martin At Shouldham Ce Va Primary Academy
St. Mary And St. Peter Catholic Primary School
St. Mary's Church Of England Junior School
St. Mary's Community Primary School
St. Mary's Endowed VA CE Primary School
St. Michael's Ce Va Junior School
St. Michael's CE VC Nursery & Infant School

St. Michael's Church Of England Academy
St. Nicholas Priory CE VA Primary School
St. Peter & St. Paul Carbrooke Church Of England Primary Academy
St. William's Primary School
Stalham Academy
Stalham Community Infant & Pre-School
Stalham High School
Stibbard All Saints CE VA Primary School
Stoke Holy Cross Primary School
Stradbroke Primary Academy
Suffield Park Infant & Nursery School
Surlingham Community Primary School
Sutton CE VC Infant School
Swaffham CE VC Infant School
Swaffham Church Of England Junior Academy
Swanton Abbott Community Primary School
Swanton Morley VC Primary School
Tacolneston CE Primary School
Taverham Hall School
Taverham High School
Taverham VC Junior School
Ten Mile Bank Riverside Academy
Terrington St. Clement Community School
Terrington St. John Primary School
The Bawburgh School
The Brooklands Short Stay School For Norfolk
The Clare School
The Compass Centre Central Short Stay School For Norfolk
The Compass Centre East Short Stay School For Norfolk

Watlington Community School
Watton Westfield Infant & Nursery School
Wayland Academy

The Compass Centre West Short Stay School For Norfolk
The Douglas Bader Short Stay School For Norfolk
The Earthsea Short Stay School For Norfolk
The Free School Norwich
The Hewett Academy Norwich
The Locksley Short Stay School For Norfolk
The Nicholas Hamond Academy
The Norman Church Of England Primary School, Northwold
The Parkside School
The Pinetree School
The Rosebery Short Stay School For Norfolk
Thetford Academy
Thomas Bullock Church Of England Primary Academy
Thompson Primary School
Thorpe St Andrew School And Sixth Form
Thurlton Primary School
Thurton CE VC Primary School
Tilney All Saints Ce Primary School
Tilney St. Lawrence Community Primary School
Tivetshall Primary School
Toftwood Community Junior School
Toftwood Infant School
Trowse Primary School
Tuckswood Academy And Nursery
Tunstead Primary School
University Technical College, Norfolk
Upwell Community Primary School
Valley Primary School
Walpole Cross Keys Primary School
Walpole Highway Community Primary School
Walsingham CE VA Primary School
Winterton Primary School
Woodland View Junior School
Woodlands Primary Academy
Woodton Primary School

Wayland Junior Academy Watton
Weasenham VC Primary School
Weeting Primary School
Wells-Next-The-Sea Primary & Nursery School
Wensum Junior Academy
West Earlham Infant & Nursery School
West Earlham Junior School
West Lynn Primary School (Academy)
West Raynham Church Of England Primary Academy
West Walton Community Primary School
West Winch Primary School
White Woman Lane Junior School
Whitefriars Church Of England Primary Academy
Wicklewood Primary School
Wimbotsham & Stow Community School

Wormegay Church Of England Primary School
Worstead CE VC Primary School
Wreningham VC Primary School
Wroughton Infant School
Wroughton Junior School
Wymondham College
Wymondham High Academy
Yaxham CE VA Primary School