**Section B**

**NAFN Membership Agreement**

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| **Version History** | **Date Approved** | **Author** | **Amendments** |
| 5.4 | March 2019 | Mark Astley | Schedule 10 NAS and Sec 1.3 |
| 5.3 | January 2019 | Mark Astley | IPA Amendments |
| 5.2 | January 2019 | Mark Astley | Associate Member definition |
| 5.1 | July 2018 | Mark Astley | DPA 2018 and GDPR amendments |
| 5.0 | February 2018 | Mark Astley | Minor amendments |
| 4.0 | Nov 2015 | NAFN EB | Approved at AGM Nov 2015 |
| 3.2 | Oct 2015 | Wendy Poole (Chair) | Minor amendments |
| 3.1 | Oct 2015 | Daniel Howard TMBC(Legal Services)  | Revised content |
| 3.0 | Sept 2015 (EB) | Mark Astley | Update and consolidated agreement |
| 2.2 | April 2015 | Mark Astley | PoSHFA Service Schedule added |
| 2.1 | April 2014 | Mark Astley | Inclusion of CTRS Service Schedule |
| 2.0 | July 2012 | Geoff Jennings | Update/sign off from TMBC Legal |

1. **INTRODUCTION**
	1. All Members and Associate Members of NAFN must sign this Agreement. On signing this Membership Agreement and sending it to the Head of Service a local authority or associate organisation accepts the NAFN Constitution and becomes a Member or Associate Member of NAFN. Subject to clause 6.1, an organisation can withdraw its membership by giving the Head of Service not less than three months’ notice in writing. The unexpired balance of any Membership Fee paid is not refundable.
	2. **Glossary of Terms**

|  |  |
| --- | --- |
| Agreement | means this Membership Agreement. |
| Associate Member | means any other organisation in Great Britain and Northern Ireland subscribing to the NAFN service. |
| Charge | means a charge made by NAFN with respect to a service provided to a Member or Associate Member. |
| Cost | means a recharge directly incurred in the provision of a service to a Member or Associate Member by a Third Party. |
| Controller | takes the meaning given in the GDPR. |

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| Data Loss Event | means any event that results, or may result, in unauthorised access to Personal Data held by NAFN under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| Data Protection ImpactAssessment | means an assessment by a Member or Associate Member of the impact of the envisaged processing on the protection of Personal Data. |
| Data Protection Legislation | means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy. |
| Data Protection Officer | takes the meaning given in the GDPR. |
| Data Subject  | means the identified or identifiable living individual to whom Personal Data relates. |
| Data Subject Access Request | means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data. |
| DPA 2018 | means the Data Protection Act 2018. |
| Executive Board | means the Executive Board of NAFN appointed by Members at their Annual General Meeting. |
| GDPR | means the General Data Protection Regulation (Regulation (EU) 2016/679). |
| Head of Service | means the person appointed to lead the NAFN Service Team. |
| Host Authority | means Tameside Metropolitan Borough Council or such other authority as may be appointed by the Executive Board as a Host Authority. |
| Law | means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the parties are bound to comply. |
| LED | means the Law Enforcement Directive (Directive (EU) 2016/680. |
| Member | means any local authorities in Great Britain and Northern Ireland subscribing to the NAFN service. |
| Membership Fee | means the annual subscription fee payable by a Member or Associate Member. |
| NAFN | means National Anti-Fraud Network. |
| NAFN Officer | means a member of the NAFN Service Team employed by the Host Authority. |
| NAS (ANPR) | means National Auto Number Plate Recognition System. |
| Personal Data | means any information arising under the operation of this Agreement which relates to an identified or identifiable natural persons (Data Subject); an identifiable natural person is one who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.  |
| Personal Data Breach | takes the meaning given in the GDPR. |
| Processing Schedule | means the schedule headed “Processing Schedule” set out in clause 7 of this Agreement. |
| Processor  | takes the meaning given in the GDPR. |
| Public Authority Member | means any local authority or government agency that is a member of NAFN. |
| Service | means a service which NAFN makes available to Members and Associate Members from time to time. (The services currently available are set out in the Service Schedules to this Agreement but the list of services available at any time will be set out on the NAFN website). |
| Service Rules | means rules made by NAFN from time to time which relate to the use of a Service as communicated to Members and Associate Members by or on behalf of the Head of Service. (The current rules applying to current Services are set out in the relevant Service Schedule and detailed on the NAFN Website). |
| Sub-processor | means any third party appointed by NAFN to process Personal Data. |
| Supplier | means a person or organisation who supplies data to NAFN in the course of providing a Service. |
| Third Party | takes the meaning given in the GDPR. |

* 1. **Service Schedules**

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| **No.** | **Service** | **Last updated** |
| 1. | General Services | April 2012 |
| 2. | SSFA **REMOVED DUE TO LEGISLATIVE CHANGE** | September 2015 |
| 3. | Services in connection with the Investigatory Powers Act 2016: | April 2019 |
| 4. | Driver and Vehicle Licensing Agency Overnight Data Provision | April 2012 |
| 5. | Equifax Data | May 2018 |
| 6. | Services in connection with the Council Tax Reduction Schemes (Detection of Fraud and Enforcement) (England) Regulations 2013 (SI 2013/501) and the Council Tax Reduction Schemes (Detection of Fraud and Enforcement)  (Wales) Regulations 2013 (SI 2013/588) (“the CTRS Fraud Regulations”) | April 2014 |
| 7. | Services in connection with The Prevention of Social Housing Fraud (Power to Require Information) (England) Regulations 2014 (SI 2014/899) and The Prevention of Social Housing Fraud (Detection of Fraud) (Wales) Regulations 2014 (SI 2014/826) (“The Prevention of Social Housing Fraud Regulations”) | April 2015 |
| 8. | GB Group plc Data | January 2016 |
| 9. | National Hunter Data Sharing Provision | February 2017 |
| 10. | National ANPR System (NAS)**(Regulatory Services and Trading Standards ONLY)** | March 2019 |

1. **BENEFITS OF MEMBERSHIP**
	1. Members and Associate Members are entitled to receive:
* A copy of the NAFN Constitution and Governance Handbook;
* A copy of all relevant Service Schedules attached to the Membership Agreement;
* An invitation to the AGM; and
* A copy of the Annual Report.
	1. On payment of the annual Membership Fee Members and Associate Members will have access to all relevant NAFN services including support from the NAFN Service Team.
	2. Members are entitled to send one representative to the AGM and vote upon the items on the agenda at the meeting.
	3. In the event of a member or Associate Member not paying their fee in a timely manner all services and facilities provided by NAFN will be suspended until the fee has been paid.
1. **OBLIGATIONS OF MEMBERSHIP**

3.1 Collectively, Members and Associate Members agree to undertake the following:

1. To pay the Membership Fee to the Host Authority when demanded.
2. To notify NAFN of any changes which might require the Secretary of State to be advised such as to give the Secretary of State the opportunity to consider modification of the Collaboration Agreement in accordance with statutory requirements of that agreement. Such changes might include a decision of the member authorities to enter into relevant shared service arrangements and consequently to enter into agreements with other local authorities or organisations.
In connection with the example referred to of the above requirement, Members should note that shared service arrangements cannot be based on the lead authority (within such an arrangement) being the only subscribing member of NAFN as this would prejudice funding of the service and be inequitable as between Members generally.
3. To comply with the Service Rules on each occasion that they request a Service, and to accept any obligations and liabilities arising from those Service Rules.
4. To pay the relevant Charge with respect to each Service that they use as published on the NAFN website or as notified to the Member or Associate Member from time to time together with all third party costs incurred with respect to their use of any Service.

3.2 Public Authority Members must accept and acknowledge that NAFN is providing Services on their behalf in one or more of the following areas:

1. Undertaking activities for the acquisition of communications data under the Investigatory Powers Act 2016.
2. Undertaking activities under the Council Tax Reduction Schemes (Detection of Fraud and Enforcement) (England) Regulations 2013 (SI 2013/501) and the Council Tax Reduction Schemes (Detection of Fraud and Enforcement) (Wales) Regulations 2013 (SI 2013/588) (“the CTRS Fraud Regulations”).
3. Undertaking activities under The Prevention of Social Housing Fraud (Power to Require Information) (England) Regulations 2014 (SI 2014/899) and The Prevention of Social Housing Fraud (Detection of Fraud) (Wales) Regulations 2014 (SI 2014/826).
4. Undertaking activities under sections 51, 59 and 61 of the Local Government (Miscellaneous Provisions) Act 1976
5. Sections 13, 16 and 17 Private Hire Vehicles (London) Act 1998, section 3 Private Hire Vehicles (London PHV Driver's Licences) Regulations 2003, sections 25 and 30 London Cab Order 1934
6. Sections 9 and 19 of the Plymouth City Council Act 1975 and section 46 of the Town Police Clauses Act 1847

3.3 In providing the services outlined in 3.2, Public Authority Members must accept and acknowledge that the Host Authority:

* 1. Is exercising its statutory powers as a local authority to place NAFN Officers at the disposal of the Member or Associate Member for the duration of the time when they are providing such Services.
	2. Will ensure that NAFN Officers are appropriately skilled and qualified to discharge the Services.
	3. Has consulted NAFN Officers before placing them at the disposal of the Member or Associate Member.
	4. Private Registered Providers of Social Housing must accept and acknowledge that NAFN is providing Services on their behalf by undertaking activities under The Prevention of Social Housing Fraud (Power to Require Information) (England) Regulations 2014 (SI 2014/899) or The Prevention of Social Housing Fraud (Detection of Fraud) (Wales) Regulations 2014 (SI 2014/826) as applicable. NAFN staff will undertake the service by virtue of their employment role with a Host Authority and not as agent of a local authority as provided for other local authorities.
	5. Public Authority Members responsible for carrying out functions under any of the following; the Local Government (Miscellaneous Provisions) Act 1976, Private Hire Vehicles (London) Act 1998, Private Hire Vehicles (London PHV Driver's Licences) Regulations 2003, London Cab Order 1934, Plymouth City Council Act 1975 or Town Police Clauses Act 1847 accept and acknowledge that NAFN is carrying out services on their behalf for safeguarding and public protection purposes and to assist Public Authority Members in determining whether a person is fit and proper to hold a private hire or hackney drivers’ licence’.
	6. The Member or Associate Member will appoint a senior officer to act as the ‘single point of contact’ with NAFN and notify NAFN promptly of any changes to the name or contact details of the senior point of contact.
	7. The Member or Associate Member shall indemnify the Host Authority against all liabilities, claims made or proceedings brought against the Host Authority in respect of any loss or damage, and against all costs and expenses reasonably incurred in dealing with or settling such liabilities, claims or proceedings. This would apply only if such liabilities, claims or proceedings were caused or contributed to by the Member or Associate Member’s neglect or default, whether by act, omission or otherwise.
1. **NAFN AND HOST AUTHORITY OBLIGATIONS**
	1. Working with the Host Authority NAFN agrees to:
2. Use reasonable care and skill in providing Services;
3. Provide Services to a Member or Associate Member when requested provided that the Member or Associate Member:
	* 1. complies with the Service Rules for that Service;
		2. is eligible to receive the Service (not all services are available to all Members or Associate Members;
		3. is not in arrears with fees for Services or Membership Fees.
4. Cooperate with requests from a Member or Associate Member’s auditor.
5. Maintain professional indemnity and public liability insurance with respect to the undertaking of Services by the Host Authority to the Member or Associate Member.
6. Indemnify the Member or Associate Member against all liabilities, claims made or proceedings brought against the Member or Associate Member in respect of any loss or damage, and against all costs and expenses reasonably incurred in dealing with or settling such liabilities, claims or proceedings. This would apply only if such liabilities, claims or proceedings were caused or contributed to by the Host Authority’s neglect or default, whether by act, omission or otherwise.
7. **PROCESSING ACTIVITIES**
	1. The parties acknowledge that for the purposes of the Data Protection Legislation, the Member or Associate Member is the Controller and NAFN is the Processor. The only processing that NAFN is authorised to do is listed in the Processing Schedule.
	2. NAFN shall notify the Member or Associate Member immediately if it considers that any of the Member or Associate Member’s instructions infringe the Data Protection Legislation.
	3. NAFN shall provide all reasonable assistance to the Member or Associate Member in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Member or Associate Member, include:
8. a systematic description of the envisaged processing operations and the purpose of the processing;
9. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
10. an assessment of the risks to the rights and freedoms of Data Subjects; and
11. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
	1. NAFN shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
12. process that Personal Data only in accordance with the Agreement, unless NAFN is required to do otherwise by Law. If it is so required NAFN shall promptly notify the Member or Associate Member before processing the Personal Data unless prohibited by Law;
13. put in place adequate technical and physical systems for protecting information relating to the Services from loss, misuse or unauthorised access or disclosure, including appropriate systems for protecting computer systems from unauthorised access (to meet the Government PSN Code of Connection Standard or equivalent);
14. Not pass information relating to individual Members or Associate Members to any person other than:
	* 1. a person working for that Member or Associate Member’s professional adviser;
		2. with the prior written consent of the Member or Associate Member;
		3. a person from whom information is being requested as part of a Service;
		4. NAFN’s professional advisor or auditor;
		5. an auditor or regulator of the Services; or
		6. as required by Law (or pursuant to a court order or other legal obligation).
	1. Subject to clause 5.4, NAFN shall notify the Member or Associate Member immediately if it:
15. receives a Data Subject Access Request (or purported Data Subject Access Request);
16. receives a request to rectify, block restrict, cease processing of or erase any Personal Data;
17. receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
18. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
19. receives a request from any Third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
20. becomes aware of a Data Loss Event.
	1. NAFN’s obligation to notify under clause 5.5 shall include the provision of further information to the Member or Associate Member in phases, as details become available.
	2. Taking into account the nature of the processing, NAFN shall provide the Member or Associate Member with full assistance in relation to either party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 5.5 (and insofar as possible within the timescales reasonably required by the Member or Associate Member) including by promptly providing:
21. the Member or Associate Member with full details and copies of the complaint, communication or request;
22. such assistance as is reasonably requested by the Member or Associate Member to enable the Member or Associate Member to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
23. the Member or Associate Member, at its request, with any Personal Data it holds in relation to a Data Subject;
24. assistance as requested by the Member or Associate Member following any Data Loss Event;
25. assistance as requested by the Member or Associate Member with respect to any request from the Information Commissioner’s Office, or any consultation by the Member or Associate Member with the Information Commissioner's Office.
	1. NAFN shall maintain complete and accurate records and information to demonstrate its compliance with this clause.
	2. NAFN shall allow for audits of its data processing activity by the Member or Associate Member or their designated auditor.
	3. NAFN shall designate a Data Protection Officer if required by the Data Protection Legislation.
	4. Before allowing any Sub-processor to process any Personal Data related to this Agreement, NAFN must:
26. notify the Member or Associate Member in writing of the intended Sub-processor and processing;
27. obtain the written consent of the Member or Associate Member;
28. enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 5 such that they apply to the Sub-processor; and
29. provide the Member or Associate Member with such information regarding the Sub-processor as the Member or Associate Member may reasonably require.
	1. Members and Associate Members must:
30. Put in place adequate technical and physical systems for protecting Personal Data from loss, mis-use or unauthorised access or disclosure, including appropriate systems for protecting computer systems from unauthorised access (to meet the Government PSN Code of Connection Standard or equivalent).
31. Comply with any service specific requirements imposed by Suppliers (this will be set out in the Service Rules for the relevant Service) which relate to end users.
32. Not pass Personal Data to anyone for any purpose other than:
33. for the purpose for which it was obtained;
34. to the Member or Associate Member’s auditor, regulator or professional adviser; or
35. as required by Law.
36. Maintain a notification with the Information Commissioner of processing undertaken under the DPA 2018 or relevant data protection legislation that covers disclosure of information to NAFN and to Suppliers.
	1. Where a Member or Associate Member engages a person (“the Contractor”) to provide services on its behalf and the Contractor wishes to avail itself of any of the Services, the Member or Associate Member:
37. Shall ensure that there is a written agreement in place sufficient to make the Contractor a Processor;
38. Agrees that it is responsible for all Costs and Charges incurred by the Contractor; and
39. Shall take reasonable steps to ensure that the Contractor does not access any Services other than for the purpose of services provided by the Contractor to the Member or Associate Member.
40. **CHANGES TO THESE TERMS**
	1. The terms of this Agreement may be changed by a simple majority of Members voting at an Annual General Meeting. Such changes shall take effect from the date specified in a notice given to a Member or Associate Member giving notice of the change (or if no notice is specified, upon receipt of such notice). If a Member objects to the change in terms then it may immediately withdraw in accordance with clause 1.1 of this Agreement (and in these circumstances the three month notice period does not apply).
41. **CHANGES TO SERVICES**
	1. NAFN may change the Services available at any time by addition, variation or withdrawing any service or part of a service or the service rules applicable to that service. The Services available at any particular time shall be set out in the Service Rules for that Service which shall be deemed to be incorporated into this Agreement. NAFN would reimburse any unexpired annual membership fee on a pro-rata basis; this would also include any deductions of outstanding recharges (where applicable).
	2. All members or Associate Members will receive the current relevant Service Schedules and will be advised of subsequent changes to these documents and will be provided with relevant new Service Schedules, all of which will be published on the NAFN website.

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| **MEMBER** | **NAFN** |
| **Signed for and on behalf of**  | **Signed for and on behalf of**  |
| **<ENTER ORGANISATION NAME>** | **NAFN Data and Intelligence Services** |
| **Signature** | **Signature** |
| **<INSERT SIGNATURE>** |  |
| **Name of authorised signatory** | **Name of authorised signatory** |
| **<ENTER NAME>** | **Mark Astley** |
| **Position** | **Position** |
| **<ENTER POSITION>** | **NAFN Head of Service** |
| **Date** | **Date** |
| **<ENTER DATE>** |  |

**PROCESSING SCHEDULE**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATASET** | **General Requests** | **NAS Requests** | **DVLA Requests** | **Authorised Officers Requests** | **IPA CD Requests** | **Sanction Information Database** | **NR3Taxi Licence Database** | **National Hunter** | **NAFN User Details** |
| **Name** | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| **Date of Birth** | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | **•** |
| **National Insurance Number** | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | **•** |
| **Address** | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | **•** |
| **Sort Code** | **•** | **•** | **•** | Yes | **•** | **•** | **•** | Yes | **•** |
| **Bank Account Number** | **•** | **•** | **•** | Yes | **•** | **•** | **•** | Yes | **•** |
| **Vehicle Registration Mark** | **•** | Yes | Yes | **•** | **•** | **•** | **•** | **•** | **•** |
| **Driving Licence Number** | **•** | **•** | **•** | **•** | **•** | **•** | Yes | **•** | **•** |
| **Telephone Number** | Yes | **•** | **•** | Yes | Yes | **•** | Yes | Yes | **•** |
| **Email Address** | Yes | **•** | **•** | Yes | Yes | **•** | Yes | Yes | **•** |
| **Internet Protocol Address** | **•** | **•** | **•** | **•** | Yes | **•** | **•** | Yes | **•** |
| **Employer** | **•** | **•** | **•** | **•** | **•** | **•** | **•** | **•** | Yes |
| **Employer Address** | **•** | **•** | **•** | **•** | **•** | **•** | **•** | **•** | Yes |
| **Employee Telephone Number** | **•** | **•** | **•** | **•** | **•** | **•** | **•** | **•** | Yes |
| **Employee Email Address** | **•** | **•** | **•** | **•** | **•** | **•** | **•** | **•** | Yes |
| **Retention Period** | 6 Years | 6 Years | 6 Years | 6 Years | 6 Years | See below | 25 Years | 6 Years | N/A |

**Subject matter of the processing**

NAFN provides a service for Members and Associate Members to access data and intelligence from a number of data providers including Members and Associate Members, information providers and government agencies to pursue Member and Associate Member’s remit for protecting the public and the public purse.

**Duration of the processing**

Duration of processing will commence on the date the Agreement is signed by both parties. Data processing will continue while the system is live and will only terminate either on expiry of the data in line with relevant data retention policies, at the request of the Member or Associate Member at the point the system is discontinued.

**Nature and purposes of the processing**

The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc*.*

The purposes of the processing is to facilitate recharging of members for services used, the sharing of information between NAFN Members or Associate Members, law enforcement agencies, wider public authorities and information providers in protecting the public and the public purse for the purposes of (but are not limited to):

* prevention and detection of fraud and crime;
* assessment and collection of tax or duty or imposition;
* the exercise of a protective function intended to protect members of the public.
* recovery of debt
* service provision verification where consent is provided

**Type of Personal Data**

As per table of Personal Data listed above.

**Categories of Data Subject**

* Registered NAFN users
* Individuals under criminal investigation
* Individuals under civil investigation
* Individuals who have provided consent
* Individuals on sanction databases

**Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data.**

Duration of processing will commence on the date this Agreement is signed by both parties. Data processing will continue while the system is live and will only terminate either on expiry of the data in line with relevant data retention policies, at the request of the member or at the point the system is discontinued.

**Service Schedule 1: General Services**

* **Intelligence Services** (identifying linked data requests within and across member or Associate Members, alerting Members and Associate Members to new risks and supporting Members or Associate Member to develop intelligence led investigation/risk management processes) and
* **Best Practice Services** including a central resource of legislation, policies and procedural models which avoid duplication of effort through central maintenance and meet best practice standards.
* **Support** – We will support Members or Associate Member to encourage all departments and teams in their organisation to maximise efficiency savings through use of NAFN services
* **Liaison** with standard setters, key stakeholders and Information Providers to constantly improve NAFN services and value for money for members or Associate Members

**Service Rules:**

These services are available to all Members and Associate Member.

Members or Associate Members must ensure that information obtained from NAFN in connection with the Services is retained within their organisation. Such information may be disclosed only:

1. With the permission of NAFN; or
2. To a contractor who
	1. Is engaged by the Member or Associate Member to provide services on behalf of that Member or Associate Member;
	2. Has a need to know the information for the purpose of delivering those services.
	3. Has a written contract with the Member or Associate Member under which the contractor promises to keep that information confidential and use it only for the purposes of services provided by that Member or Associate Member; or
3. As required by law

**Service Schedule 2:**

**REMOVED DUE TO LEGISLATIVE CHANGE**

**Service Schedule 3: Services in connection with the**

**Investigatory Powers Act 2016:**

**NAFN Investigatory Powers Act (IPA)**

**Single Point of Contact (SPoC) Communications Data Service**

**Service:** NAFN will receive applications from Members over the web. NAFN’s accredited SPoCs will check the application and once they are satisfied will forward the application to the Office for Communications Data Authorisation (OCDA) for authorisation. (With regards to local authorities members, a member officer of the ‘approved rank\*’ must confirm to NAFN they are aware of the application.) Once approved NAFN will take steps to obtain the data. Each communication service provider sets its own charges in relation to this and it may be that more than one charge is incurred. NAFN will keep applicants updated about charges

 NAFN will make the request for information to the person holding the information within 2 working days of the application being authorised.

**Service Rules:**

1. This service is currently available only to subscribing local authorities and public authorities who are permitted to acquire communications data in accordance with Part 3 of the Investigatory Powers Act 2016 and who have entered into a ‘Collaboration Agreement’ with NAFN.
2. Subscribing authorities using the NAFN IPA SPoC Communications Service agree that the relevant Host Authority will place, and the Subscribing Authority will accept the placing of, a NAFN Officer at the disposal of the Member. The NAFN Officer will be trained and appointed as Authorised Officers, for the purpose of acting as authorised persons and receiving disclosure under the Investigatory Powers Act and acting as Authorised Officers in accordance with the Code of Practice.
3. Subscribing authorities must promptly notify NAFN of any changes to the name or contact details of their Senior Responsible Officer.
4. Local authorities must also provide details of nominated officers of the ‘appropriate rank’ who are responsible to notify NAFN they are aware of applications prior to submission to OCDA.
5. Subscribing authorities are under a responsibility to notify NAFN of any changes which would be required to notify the Secretary of State in the consideration of the Collaboration Agreement. This includes but not limited to organisational changes and/or where ‘shared service’ arrangements have been entered into (see section 3.1(b)).

**\*Approved Rank is commensurate to Service Manager, Head of Service and Assistant Director or equivalent.**

**Service Schedule 4: Driver and Vehicle Licensing Agency**

**Overnight Data Provision**

**Service:** NAFN will obtain information about the keeper of a vehicle from the DVLA.

**Service Rules:**

1. Members or Associate Members must ensure that they only make requests where the DVLA’s disclosure criteria are met.
2. Members or Associate Members must allow DVLA staff and their auditor’s access to conduct an audit of the systems and processes used by the Member or Associate Members. DVLA audits will usually be by prior appointment, although DVLA retains the right to carry out un-notified inspections in exceptional circumstances such as, but not limited to:
* Allegations of misuse of the data;
* Serious concerns identified by DVLA’s system monitoring;
* Referrals of serious concern from another organisation, e.g. Information Commissioner, Police etc.

As a result of audits conducted, any Member or Associate Member showing a severe lack of control may be denied access to the vehicle data.

**Service Schedule 5: Equifax Data**

**(updated May 2018)**

**Service:** Verification that the End User is a Government Department, Local Authority or public authority administrating any tax or benefit who are required to make requests under Schedule 2 Part 1(2), and/or Schedule 2 Part 1(2) of the Data Protection Act 2018 and/or have the relevant consent from the data subject (as defined under the Data Protection 2018).

**Service Rules:**

1. The End User has entered into a written End User Agreement with NAFN agreeing to the following requirements:
	* the Information Services and Equifax Data must only be used for the Permitted Purposes;
	* the End User will comply with all Applicable Laws and in particular the Data Protection Act 2018 in relation to the use of the Information Services and Equifax Data;
	* the End User must at all times maintain appropriate technical and organisational security measures and procedures to:
		+ 1. ensure the security and confidentiality of the Equifax Data;
			2. protect against any anticipated threats or hazards to the security or integrity of the Equifax Data;
			3. protect against unauthorised access to or use of the Equifax Data; and
			4. dispose of the Equifax Data in a secure manner in accordance with best industry practice and in accordance with the Equifax Security Requirements as published by Equifax from time to time.

## Service Schedule 6: Services in connection with the

## Council Tax Reduction Schemes (Detection of Fraud and Enforcement) (England)

## Regulations 2013 (SI 2013/501) and the Council Tax Reduction Schemes

## (Detection of Fraud and Enforcement)

##  (Wales) Regulations 2013 (SI 2013/588)

## (“the CTRS Fraud Regulations”)

**Service:** NAFN providea complete authorised officer service to obtain information which local authorities are entitled to obtain under the CTRS Fraud Regulations.

 NAFN will make the request for information to a Supplier within 2 working days of the application being approved.

A list of NAFN staff who are appointed as Authorised Officers under the CTRS Fraud Regulations is available to Members on the NAFN website. ([www.nafn.gov.uk](http://www.nafn.gov.uk))

**Service Rules:**

1. This service is currently only available to local authorities who are in England and Wales and who are billing authorities for council tax purposes.
2. Members using the NAFN authorised officer service agree that the relevant Host Authority will place and the Member will accept the placing of a NAFN Officer at the disposal of the Member. The NAFN Officer will be trained and appointed as an Authorised Officer, for the purpose of acting as an authorised person and receiving disclosure under the CTRS Fraud Regulations and will act in compliance with any code of practice produced by any Central Government Department with respect to the exercise of powers under the CTRS Fraud Regulations.
3. NAFN will ensure that only people who are appointed as Authorised Officers by a Host Authority will provide this Service. They will be authorised to require the provision of electronic information in accordance with Regulation 5(1) of the CTRS Fraud Regulations.
4. By using this service the Member confirms that their Chief Executive/Chief Finance Officer appoints as Authorised Officers the persons so nominated by a Host Authority from time to time, as displayed on the NAFN website from time to time.

## Service Schedule 7: Services in connection with The

## Prevention of Social Housing Fraud (Power to Require Information) (England)

## Regulations 2014 (SI 2014/899) and The Prevention of Social Housing Fraud

## (Detection of Fraud) (Wales) Regulations 2014 (SI 2014/826)

##  (“The Prevention of Social Housing Fraud Regulations”)

**Service:** NAFN providea complete authorised officer service to obtain information which local authorities are entitled to obtain under The Prevention of Social Housing Fraud Regulations.

 NAFN will make the request for information to a Supplier within 2 working days of the application being approved.

A list of NAFN staff who are appointed as Authorised Officers under The Prevention of Social Housing Fraud Regulations is available to Members on the NAFN website. ([www.nafn.gov.uk](http://www.nafn.gov.uk))

**Service Rules:**

1. This service is currently only available to local authorities who are in England and Wales.
2. Members using the NAFN authorised officer service agree that the relevant Host Authority will place and the Member will accept the placing of a NAFN Officer at the disposal of the Member. The NAFN Officer will be trained and appointed as an Authorised Officer, for the purpose of acting as an authorised person and receiving disclosure under The Prevention of Social Housing Fraud Regulations and will act in compliance with any code of practice produced by any Central Government Department with respect to the exercise of powers under The Prevention of Social Housing Fraud Regulations.
3. NAFN will ensure that only people who are appointed as Authorised Officers by a Host Authority will provide this Service. They will be authorised to require the provision of information in accordance with Regulation 4(2) of The Prevention of Social Housing Fraud (Power to Require Information) (England) Regulations 2014 or Regulation 4(1) The Prevention of Social Housing Fraud (Detection of Fraud) (Wales) Regulations 2014 as applicable.
4. By using this service the Member confirms that their Chief Executive/Chief Finance Officer appoints as Authorised Officers the persons so nominated by a Host Authority from time to time, as displayed on the NAFN website from time to time.

**Service Schedule 8: GB Group plc Data**

**Service:** Use of selected GBG Data supplied via the service, for NAFN’s use in connection with:

* fraud prevention
* debt collection
* the prevention and detection of crime;
* the apprehension or prosecution of offenders;
* the assessment or collection of any tax or of duty or any imposition of a similar nature; and,
* legal or prospective legal proceedings.

**Service Rules:**

1. Members or Associate Members may only use this Service and the GBG Data for the Purposes specified above and in accordance with the law.
2. By using this service the user accepts the [GBG standard terms and conditions](https://secure.nafn.gov.uk/website/ID%20Trace%20and%20Investigate%20Web%20Services%20Agreement.pdf)
3. The Data must be for the Approved End User’s own internal use only
4. The Approved End User is not permitted to resell, share or use the data for the benefit of any third party
5. Members or Associate Members must at all times maintain appropriate technical and organisational security measures and procedures to:
	* + 1. ensure the security and confidentiality of the GBG Data;
			2. protect against any anticipated threats or hazards to the security or integrity of the GBG Data;
			3. protect against unauthorised access to or use of the GBG Data; and
			4. dispose of the GBG Data in a secure manner in accordance with best industry practice and in accordance with the GBG Security Requirements as published by GBG from time to time.

**Service Schedule 9: National Hunter Data Sharing Provision**

**Service:** NAFN will obtain information about the financial applications from the National Hunter.

**Service Rules:**

1. Members or Associate Members must ensure that they only make requests where the National Hunter disclosure criteria are met.
2. Members or Associate Members who wish to benefit from this Agreement subscribe and agree to abide by the terms of an information sharing agreement between National Hunter and the NAFN Member or Associate Member to facilitate the sharing (available on the NAFN website)
3. Members or Associate Members must agree to provide assurance to National Hunter and NAFN by way of an independent (internal or external) audit report of the systems and processes used by the Member or Associate Member.

As a result of audits conducted, any Member or Associate Member showing a severe lack of control may be denied access to the National Hunter data. Any reports of data misuse will be investigated and where necessary, reported to the relevant bodies

1. Members or Associate Members must ensure that information obtained from NAFN in connection with this service is retained within their organisation. Such information may be disclosed only:
	* + 1. With the permission of NAFN; or
			2. To a contractor who
	1. Is engaged by the Member or Associate Member to provide services on behalf of that Member or Associate Members;
	2. Has a need to know the information for the purpose of delivering those services.
	3. Has a written contract with the Member or Associate Member under which the contractor promises to keep that information confidential and use it only for the purposes of services provided by that Member or Associate Member; or
	4. As required by law

**Service Schedule 10: National ANPR System (NAS)**

**Service:** NAFN will receive ANPR applications from Member applicants over the web. Member authorising officers must check the application and authorise accordingly. Once approved NAFN will take steps to obtain the data.

**Please Note:**

* **For searches less than 90 days old the Member authorising officer must be an appropriate Service Manager**
* **For searches above 90 days up to 1 year the Member authorising officer must be an appropriate Service Manager and must be independent from the investigation.**

 NAFN will make the request for information to the person holding the information within 2 working days of the application being authorised.

**Service Rules:**

1. This service is currently available only to member authorities providing Regulatory Services including Trading Standards whose remit is to conduct investigations for the prevention and detection of crime and/or apprehension and prosecution of offenders. Investigations include, but are not limited to, intellectual property, rogue trading and doorstep crime.
2. This service is only available to Member authorities who have paid the NAS licence fee. Any Member found in breach of the NAS service rules e.g. submitting an application for a non-NAS licence fee paying member, may have this Service suspended/revoked and the NAS licence fee or any part thereof will not be refunded.
3. Member authorities using the NAFN NAS Service agree that the relevant Host Authority will place, and the Member authority will accept the placing of, a NAFN officer at the disposal of the Member. The NAFN officer will be trained and appointed as an accredited NAS user, for the purpose of undertaking searches of the NAS system where legal and in accordance with the National ANPR Standards for Policing.
4. **The Member authority will undertake to ensure no ANPR images, investigation methodology, tactics, nor maps indicating the locations of ANPR cameras will be disclosed to suspects or their legal advisors without the prior approval of the Tameside (NAFN) Service Team Manager or Head of Service.**
5. Statements of evidence may only be provided by NAFN. Member authorities **must** consult with NAFN before preparation of disclosure schedules under the Criminal Procedure and Investigations Act 1996 (CPIA) provisions and before any data is used as evidence in any proceedings.
6. Member authorities must promptly notify NAFN of any changes to the name or contact details of their authorising officer(s).
7. Member authorities agree to maintain a full audit trail including associated evidence to support all applications and provide an annual assurance to NAFN that all NAS applications were necessary and proportionate. NAFN retains the right to carry out un-notified inspections in exceptional circumstances such as, but not limited to:
* Allegations of misuse of the data;
* Referrals of serious concern from another organisation, e.g. Information Commissioner, Police etc.
1. As a result of audits conducted, any Member showing a severe lack of control may be denied access to the NAS data, and may be referred to the Home Office and/or Information Commissioners Office where necessary.