



ANNEX 4

MEMORANDUM OF UNDERSTANDING BETWEEN

THE GANGMASTERS LICENSING AUTHORITY AND

LACoRS Coordinators of Regulatory
Services
Date

Contents

SECTION 1: GENERAL.....	3
Introduction.....	3
Purpose:.....	Error! Bookmark not defined.
Operational focus.....	Error! Bookmark not defined.
Legal Gateways:	5
Other Legislation:.....	6
Confidentiality.....	7
SECTION 2: AGREEMENT TO PROVIDE INFORMATION TO SUPPORT THE GLA LICENCE CHECK FROM INFORMATION HELD BY LACORS	
Legal gateway	Error! Bookmark not defined.
Use of information supplied	
Format of Information requests	Error! Bookmark not defined.
Timescales.....	Error! Bookmark not defined.
Contact points.....	Error! Bookmark not defined.
SECTION 3: AGREEMENT ON ONGOING SPONTANEOUS INFORMATION EXCHANGE FOR INTELLIGENCE ANALYSIS AND TASKING OF ENFORCEMENT ACTIVITY.....	8
GLA requests to LACORS	8
GLA spontaneous disclosures to LACORS	9
LACORS requests to the GLA	9
Spontaneous disclosures to the GLA.....	9
Disclosure Records	10
Contact points.....	10
SECTION 4: JOINT INVESTIGATION.....	12
Planning Joint Investigation activity.....	12
Investigative Powers	13
Contact point	14
SECTION 5: MANAGEMENT OF THE MOU	16
General	16
Complaints	17
Review	17
Signatories	18
DateAPPENDICES	18
APPENDICES	19
Appendix 1 - Contact details	19
Appendix 2 - Template for request for information from LACORS	21
Appendix 3 - Template GLA/LACORS request for information from the GLA/LACORS.....	Error! Bookmark not defined.
Appendix 5 - The Protective Marking definitions	22
Appendix 6 - Joint Investigation statement of responsibilities.....	23

SECTION 1: GENERAL

Purpose:

- 1.1 The purpose of the MOU is to document the arrangements and obligations when:
 1. The GLA and LACoRS exchange information for enforcement activity under the Act by either party, or which may result in joint investigation;
 2. The GLA provides information to LACoRS to support investigation of offences in relation to their functions (e.g. licensing of Houses of Multiple Occupation – HMO).

Introduction

- 1.2 This Memorandum of Understanding (MOU) is between the Gangmasters Licensing Authority (the GLA) and LACoRS. It is an overarching agreement signed by LACoRS, on behalf of Local Authorities within the areas represented by the Local Government Association (LGA), Welsh Local Government Association (WLGA), the Confederation of Scottish Local Authorities (CoSLA), and DEL Northern Ireland Local Authorities that agree to support this MOU will be detailed on schedule of signatories to the agreement. . The MOU establishes the areas of agreement on information exchange, support for operational activity, including, where appropriate, joint operations, subject to existing legal gateways. It also establishes the contact points, controls, and templates to be used by the parties to this agreement.
- 1.3 The GLA and LACoRS recognise the value of clearly identifying the legislative, policy and practical implications of disclosing information, and improving operational liaison to:
 - support the operation of the licensing functions of The Gangmasters (Licensing) Act 2004 (the Act); and
 - enhance the ability to detect and investigate criminal activity relevant to the remit of the GLA and LACoRS' members
 - Assist in reducing risks to community cohesion
 - Improving the support to migrant workers housing.
- 1.4 The GLA and LACoRS support the principles set out in this document. Local Authorities that sign up to the MOU must equally accept these principles. It is the duty of the GLA and Local Authorities to maintain the confidence in which the public provide the organisations with information whilst at the same time enabling co-operation between the GLA and Local Authorities where each organisation's internal policy and the law allows it.
- 1.5 The Act introduced provisions for licensing conditions, information exchange and criminal offences of:
 - operating as an unlicensed Gangmaster;
 - being in possession of a false document;
 - using the services of an unlicensed Gangmaster; and
 - obstructing an officer of the GLA

1.6 Section 19 (on information exchange) of the Act came in force on 1 April 2005. This enables the GLA and Local Authorities to disclose information to each other for the following purposes:

- To support the exercise of the functions of the Act [e.g. licensing under s19(1)(a)]
- To support enforcement in relation to the activities of persons operating as Gangmasters
- To support enforcement in relation to accommodation, meals or facilities provided to workers
- To support enforcement against other offences committed by workers who are undertaking work covered by the Act

Scope

1.7 The scope of the agreement covers the area of the GLA's operational jurisdiction (England, Wales, Scotland and Northern Ireland).

1.8 The GLA requires information and operational support from any local authority business area which may encounter the supply of workers, who are often migrants. This may include issues relating to their accommodation. Issues may also be identified in any activity conducted by Local Authorities' on farms, in processing and packaging factories, or in relation to abattoirs.

1.9 The following Local Authority activities may therefore have information of relevance to the GLA, or identify opportunities for joint investigation:

- Housing (particularly in relation to Houses of Multiple Occupation)
- Environmental Health
- Trading Standards

1.10 The GLA recognises that the powers of Local Authorities in the different jurisdictions within the United Kingdom may differ. It is also recognised that the delivery of Local Authority services to the community are organised differently. Therefore, it is acknowledged that this may limit the extent to which a Local Authority may be able to sign up to the MOU, or which limits the number of business areas that a Local Authority may designate as contacts to operate under the MOU. It is a matter for each Local Authority to determine whether it will sign up to the MOU, and which business areas it can, and will, designate as contacts for information exchange and joint operational activity.

Operational focus

1.11 The operational focus of the GLA and LACoRS members, which underpins, the need for this agreement, are each set out below.

GLA

1.12 The GLA's remit is established through the Gangmasters (Licensing) Act 2004, and in its Mission statement:

"The mission of the GLA is to safeguard the welfare and interests of workers whilst ensuring labour providers operate within the law. The mission will be

achieved efficiently and effectively, with minimal burden on labour providers, by:

- Introducing and operating a system to licence labour providers, including a publicly accessible register;
- Effective communication of the legal requirement for labour providers to become licensed, and to operate and remain within the formal economy;
- Imposing the least possible burden on labour providers and labour users through efficient and effective processes and procedures;
- Developing and promoting standards for best practice in the supply and use of temporary labour, in collaboration with stakeholders;
- Checking licence holders for continued compliance with the licence conditions;
- Taking enforcement action against those who operate illegally or who for other reasons are judged unfit to hold a licence;
- Supporting enforcement of the law, by or in conjunction with the enforcement authorities of other government departments, and others as appropriate, through shared information and joint working;
- Maintaining a continuous review of the activities of Gangmasters and the effects of the Act and the Authority on them."

1.13 It is in relation to this Mission Statement, and legal gateways that the GLA will seek information exchange and opportunities for joint working.

LACoRS.14 LACoRS (to add)

1.15 In relation to these duties, LACoRS will seek to exchange information and foster joint working opportunities.

Legal Gateways:

1.16 This section sets out the legal gateways for the transfer of information between the GLA and Local Authorities

Gangmasters (Licensing) Act 2004

1.17 The primary legal gateway between the GLA and LACoRS is section 19 of the Gangmasters (Licensing) Act 2004, which states:

1. Information held by any person for the purposes of, or for any purpose connected with, the exercise of functions under this Act –
 - a. may be supplied to any other person for use for any such purpose, and
 - b. may be supplied to any person having functions in relation to –
 - i. the enforcement of any other enactment applying to the operations of a person acting as a gangmaster,
 - ii. the enforcement of any other enactment in connection with accommodation, meals or facilities provided to workers, or the conditions in which they work, or

iii. offences committed by workers in connection with or by reason of their doing work to which this Act applies,
for use for the purposes of, or for any purpose connected with, those functions.

2. Information relating to the operations of a person acting as a gangmaster which is held by any person for the purposes of, or for any purpose connected with, such functions as are mentioned in subsection (1)(b) may be supplied to any person having functions under this Act for the purposes of, or for any purpose connected with, the exercise of those functions.

1.18 The Act allows for the permissive disclosure of information i.e. it does not state that disclosures must be made. Therefore, neither the GLA nor LACoRS may demand disclosure of information under this legislation. Decisions as to whether information will be released will be the responsibility of:

GLA
Intelligence Team Manager

The designated single point of contact(s) within a Local Authority (as documented in the schedule of signatories)

Other Legislation:

Data Protection Act 1998

1.18 The GLA and LACoRS agree and accept that information provided under the identified legal gateway does not breach the Data Protection Act (DPA) 1998.

1.19 Information held by the GLA and LACoRS is subject to the provisions of the Data Protection Act 1998. The provision of any information by LACoRS to the GLA, or vice-versa, must fall within the eight data protection principles and all the other requirements of the Act.

1.20 When either party requests information from the other they will each always fulfil their legal obligations under the Data Protection Act 1998.

1.21 Each request must include sufficient information to demonstrate that the requested information is necessary to functions of the Act (for GLA licensing), the investigation, proceedings or purpose for which it was requested.

Human Rights Act 1998

1.22 The GLA and LACoRS are public authorities within the meaning of section 6 of the Human Rights Act 1998. This means that they are legally obliged to exercise the information disclosure provisions in a manner that is compatible with the European Convention on Human Rights.

1.23 The GLA and LACoRS should only disclose information in response to a request if it is satisfied that the disclosure is in accordance with the law, is necessary for one of the purposes set out in paragraph 2 of Article 8 of

Schedule 1 to the Human Rights Act 1998, and is proportionate to the purpose for which it is required. Each party will, if requested to do so, provide further information to the other in order to demonstrate that these requirements will be met in relation to the disclosure requested.

Confidentiality

- 1.24 Both the GLA and LACoRS have a legal obligation to maintain the confidentiality of the information they hold, and which may be disclosed between the organisations. To ensure the continued integrity of the process described and agreed within this memorandum, and the security of the data, GLA and LACoRS agree to be open to audit and inspection, by each other, of all processes described within this document.
- 1.25 The GLA and LACoRS agree that information provided by one party to the other must be stored and disclosed only in accordance with the conditions of this agreement.
- 1.26 Information provided by the GLA or LACoRS to the other party must be used only for the purposes described in this Memorandum. Use of GLA or LACoRS information for any other purpose is not permitted.
- 1.27 Providing that the principles of the MOU have been respected and that disclosure would be lawful, the GLA and LACoRS will normally disclose the requested information to the full extent that it holds that information.
- 1.28 Information will only be retained by the GLA for a period relevant to the discharge of its functions. This will not normally exceed 3 years without a formal review, at which point a decision will be taken on whether to delete or retain the information. Any decision to retain information will have regard to relevance, necessity and proportionality.
- 1.29 Information will only be retained by LACoRS for a period relevant to the discharge of its functions. This will not normally exceed 3 years without a formal review, at which point a decision will be taken on whether to delete or retain the information. Any decision to retain information will have regard to relevance, necessity and proportionality.
- 1.30 The control and method of transmission of information between the GLA and LACoRS should normally be managed in accordance with the Government's Manual of Protective Security (MPS). It is not expected that information will normally be classified as above "Restricted" level. However, procedures will be developed where information received above this level is received or exchanged. This will be consistent with the MPS.
- 1.31 Where a Local Authority does not currently apply the standards set out in the MPS the designated Local Authority Single Points of Contact should contact the GLA Intelligence Manager to agree the security measures that will be applied.
- 1.32 Where a Local Authority operates its email through the "gcsx" system the GLA will normally email any requests to those email points, accepting the "gcsx" emails as secure sites equivalent to the Government "gsi" network.

- 1.33 Where a Local Authority does not operate on the “gcsx” network it should contact the GLA, as above, to discuss and agree secure methods of information exchange
- ## Section 2: Agreement on ongoing spontaneous information exchange for intelligence analysis and tasking of Enforcement activity

GLA requests to LACORS

- 2.1 The GLA has a dedicated Intelligence Team for intelligence liaison and exchange with LACoRS. It will operate to the principles of the National Intelligence Model (NIM), and assess/evaluate information received using the “5x5x5” format.
- 2.2 The GLA will regularly seek information that assists the effective tasking of its Enforcement teams, which may also identify opportunities for joint working. Where the GLA considers that LACoRS may have new or additional information on a specific LP they will make a request to LACoRS. Such requests may be in relation to a licensed LP, or a person or organisation that is allegedly operating as an unlicensed LP in the industries within the scope of the Act, or a Labour User.
- 2.3 The GLA will make its requests electronically using a standard template (**Appendix 3**). The request will:
- Provide information (e.g. personal details, addresses etc) to trace the correct records within LACoRS;
 - Identify the precise information sought (e.g. whether in relation to HMO, trading standards, environmental health, etc)
 - Be sent by the agreed secure method
 - Be sent to the relevant LA contact on the schedule of Local Authority signatories;
 - The reasons why the information is sought (e.g. information from another source has identified activity by the Local Authority) ;
 - The intended use of the information (e.g. to refine GLA data; assist in licensing decisions, determine investigation priorities, assist with an ongoing investigation);
 - Confirm the legal gateway under which the information will be requested; and
 - The contact details of the GLA requester
- 2.4 The GLA staff member requesting information through this process will be a GLA authorised person for the purposes of contact with LACoRS, within the Intelligence Team. LACoRS will accept GLA requests where they emanate from the GLA Intelligence team, and comply with the MOU. LACoRS will send the responses to that identified contact. Where a request for information is refused the LACoRS response will identify the precise reasons for refusal.
- 2.5 The GLA’s analysis of the information received, through the “5x5x5” evaluation, will identify the extent to which the information can be disclosed further. Onward disclosures will be authorised on a case-by-case basis.

- 2.6 Where the information received by the GLA is used in a prosecution, and disclosure of the information is required in accordance with the Criminal Investigation and Procedures Act 1996, the GLA will discuss this with LACoRS. This will ensure that the information is appropriately classified, and exempted from disclosure where appropriate.
- 2.7 GLA requests for information through this process are not expected to exceed the "Restricted" classification.

GLA spontaneous disclosures to LACoRS

- 2.8 In the course of its functions the GLA may identify information that is relevant to LACoRS, and which it can disclose under s19 of the Act, or under s29 of the Data Protection Act 1998. This may arise, for example, where GLA Inspections identify a LP who is non-compliant with the Act and legislation operated by LACoRS. Additionally, LACoRS welcomes lawful disclosures of information that will help it to identify non-compliant individuals and businesses
- 2.9 Such information will be disclosed to LACoRS using the disclosure template (**Appendix 4**) and will include the GLA's "5x5x5" evaluation score of the information.
- 2.10 Where the GLA provides such information to LACoRS, LACoRS agrees to advise the GLA of the outcome of its investigations where the information will further assist the GLA in the discharge of its functions.

LACoRS requests to the GLA

- 2.11 LACoRS will seek information from the GLA on LPs and Labour Users, to discharge their statutory functions. LACoRS will normally make its requests electronically. Requests will use a standard template (**Appendix 3**). The request will:
- Provide information (e.g. personal details, addresses etc) to trace the correct records within the GLA;
 - Identify the precise information sought;
 - The reasons why the information is sought (e.g. information from another source has identified activity by the GLA);
 - The intended use of the information (e.g. to determine LACoRS investigation priorities, assist with an ongoing investigation); and
 - Confirm the legal gateway under which the information will be requested
 - The contact details of the requester
- 2.12 The GLA will accept LACoRS requests where they emanate from the agreed contact point(s), and comply with the MOU. The GLA will send the responses to that identified contact. Where a request for information is refused the GLA response will identify the precise reasons for refusal.

Spontaneous disclosures to the GLA

- 2.13 The GLA welcomes lawful disclosures of information that will help it to identify individuals in breach of the Licensing conditions, or the following offences against the Act:
- operating as an unlicensed Gangmaster;
 - being in possession of a false document;
 - using the services of an unlicensed Gangmaster;
- 2.14 Where LACORS identifies information that is relevant to the GLA's functions disclosure should be made. It should be sent to the GLA's Intelligence team. The disclosure should be on the National Intelligence Report template (**Appendix 4**), and include the Local Authority's "5x5x5" evaluation score of the information, where this is applied in the Local Authority.
- 2.15 Where LACORS provides such information to the GLA the GLA agrees to advise LACORS of the outcome of its investigations where the information will further assist LACORS in the discharge of its functions. This may occur through local liaison between the GLA officer investigating a case and the relevant Local Authority business area.

Disclosure Records

- 2.16 The GLA and LACORS will maintain records of requests for disclosures, and disclosures made. This will assist in the review of the effectiveness of the MOU, and provide control over information disclosed. The records maintained by the GLA and LACORS should be structured in a manner that enables audits of exchanges to be undertaken to confirm that requests and disclosure comply with the legislation governing the legal gateway.

Contact points

GLA

- 2.17 The single point of contact within the GLA for information exchange will be:

The GLA Intelligence team

- 2.18 Issues or complaints arising in relation to information exchanges should be directed to:

The GLA Intelligence Team Manager

LACoRS

- 2.19 The LACoRS point(s) of contact for information exchange will be specified in the schedule of Local Authority contacts:

- 2.20 Issues or complaints arising in relation to information exchanges should be directed to the Local Authority Authorising Officer listed in the schedules.

SECTION 3: JOINT INVESTIGATION

3.1 This section is written in relation to joint criminal investigation, and the powers that each organisation has to support that activity. However, there may also be benefits from joint compliance inspections, (for example, where LACoRS inspect HMO accommodation provided by Gangmasters). Where this is deemed to be beneficial agreements will be reached on the approach to be taken, and the appropriate powers that can legally be used in support of compliance inspection. The agreements will generally follow the procedures and agreements set out below to provide joint control over activities and outcomes.

Planning Joint Investigation activity

3.2 The GLA's intelligence team holds regular Tasking and Co-ordination meetings to determine the priorities for Enforcement action. These meetings may identify an LACoRS interest. Similarly, LACoRS may identify a GLA interest through their own procedures. Where the GLA or LACoRS identify common areas of interest either party may seek the assistance of the other in pursuance of the prevention, detection, and investigation of crime, or joint compliance inspections where this benefits both organisations. Decisions on whether GLA staff should participate in joint operations rest with GLA Regional Heads of Operations. Similar decisions will be made by LACoRS in respect of their own staff.

3.3 In deciding whether to participate in a joint investigation the GLA or LACoRS Investigation Managers will have regard to the nature of the investigation and whether it is more likely than not that the investigation will assist in the identification and termination of offences against their respective systems.

3.4 In all cases that are undertaken as a joint investigation between the GLA and LACoRS, a written statement should be produced, and agreed by both parties, identifying the accepted roles and responsibilities of each organisation involved in the investigation (**Appendix 6**). This should be completed at the outset of the investigation, and subject to amendment if agreed by both parties. This is important for control of investigations where one organization is designated as the "Lead" managing organisation. It should identify:

- the joint objectives of the investigation;
- the planned investigation approach, including the frequency of any necessary reviews (e.g. in relation to surveillance), and progress reports to the Investigation Managers of the GLA and LACoRS;
- the circumstances under which each party may rely on the powers of the other to achieve that outcome; and
- how decisions on sanctions should be decided for proven offences (e.g. joint prosecution).

Multi-agency investigations

3.5 In planning a joint investigation, the GLA and LACoRS may identify that another enforcement body has an interest in the subjects of the investigation. The involvement of other bodies should be subject to the conditions of any MOUs that the GLA and LACoRS have with that body. If current MOUs do not

exist with the other body the written statement (see paragraph 4.3) should be explicit on the extent of involvement of that body, with the GLA and LACoRS. It should identify the existing legal gateways for information exchange with the GLA and LACoRS, and the extent of involvement in the investigation when either the GLA or LACoRS use their investigative powers. This should also include what support the GLA or LACoRS may provide where the other body has more extensive investigative powers that are to be used.

Investigative Powers

Power of entry

GLA:

- 3.6 The GLA has powers of entry by consent (section 16 of the Gangmasters Licensing Act) and under warrant (section 17). These powers enable the GLA to seek access to information to determine compliance, or otherwise, with the GLA's licensing procedures and Licence Standards. A GLA officer obtaining entry to premises under section 16 is not allowed to use that power to obtain access to the premises for staff of LACoRS. In such circumstances LACoRS must have their own power of entry enabling them to independently enter the premises. The staff of the GLA and LACoRS must each identify themselves as officers of their respective organizations. Owners of premises, to which access is sought, must not be misled as to the organization either staff are from. GLA staff must not accompany LACoRS staff if the purpose of the visit is outside the remit or relevance of the GLA, and vice-versa.
- 3.7 Where the GLA has been refused entry or believes that seeking access by consent will be refused, and defeat the object of the visit, a warrant for entry in accordance with section 17 of the Act may be sought. This will follow GLA's internal procedures prior to a submission being made to a Magistrate. If a warrant is issued the GLA officer may take staff of LACoRS with them. To ensure that any evidence obtained, and identified, remains admissible in any relevant criminal proceedings, the GLA should identify whether it intends to take LACoRS staff into the premises under the warrant. If so, they should be named on the warrant. This is in line with the approach required for warrants issued under the Police and Criminal Evidence (PACE) Act 1984 [section 16(2) and Code B note 3C]. ***(amend this para if LACoRS would not wish to allow its staff to enter under a GLA warrant, or add as per Police MOU draft D)***
- 3.8 ***(insert the parallel to para 4.6/4.7 if the LACoRS has the power of entry, and under warrant.)***

Use of Surveillance

- 3.9 Where the GLA and LACoRS are undertaking a joint investigation it may be necessary to use surveillance to prove certain offences. Each organisation be satisfied that surveillance is relevant for their own purposes, and is justified and proportionate to provide proof of alleged offences. If both organisations agree that surveillance is necessary and will be undertaken by GLA and Local

Authority staff only one authorisation will be required (in accordance with para 3.17 of the Code of Practice on Covert Surveillance and Property Interference [2010]). The GLA and the Local Authority will agree which organisation will make the authorisation request, and maintain the authorisation records, before any joint surveillance activity is planned further or initiated.

- 3.10 Staff of the Authority that authorised the surveillance activity will be responsible for requesting extensions of the period of surveillance where continued surveillance is necessary and relevant to establish offences against the GLA or LACoRS.
- 3.11 The GLA or LACoRS (whichever was the Authorising body) will seek immediate cancellation of their involvement in surveillance once it is established that the surveillance has achieved its aims or is no longer relevant to either organisation.

Access to Interview facilities

- 3.16 Where a joint investigation results in the identification of offences against the GLA and LACoRS it may be decided to undertake a joint interview under caution (IUC), at which to put all offences to the suspect. In such circumstances both the staff of the GLA and LACoRS should be trained in IUC techniques before a joint IUC is undertaken.
- 3.17 Where a joint investigation leads to a conclusion that an IUC is only required for GLA offences a joint IUC will be inappropriate. However, the GLA may seek assistance from LACoRS for access and use of dedicated IUC interview rooms where the LACoRS has such rooms. This requirement may arise due to the dispersed nature of the GLA enforcement team, who do not have a network of offices to operate from.

Contact point

GLA

- 3.19 The GLA Contact point for issues arising on joint investigations will be:

The GLA Investigation Manager
- 3.20 Requests from LACoRS for GLA support on an investigation should initially be made to the GLA Intelligence team. This ensures the request is considered with other assessed priorities to determine the appropriate deployment of GLA resources.

LACoRS

- 3.21 The LACoRS contact point for issues arising on joint investigations will be the contact identified in the schedule of signatories

- 3.22 Requests from the GLA for LACoRS support on an investigation should initially be made to the relevant business area single point of contact in the Local Authority schedule of signatories

SECTION 4: GLA COMMUNITY ENFORCEMENT OFFICERS LIAISON

- 4.1 The role of the GLA community enforcement officers includes:
- delivering migrant worker surgeries, working with other key stakeholders, to develop a multi-agency approach to worker rights awareness .
 - providing a local liaison role for Gangmasters within a specific geographic area
 - producing accurate reports and recommendations for actions following an investigation; including any identified community tensions and opportunities to enhance liaison of community groups
 - providing community support function on enforcement operations
- 4.2 Community enforcement officers are located around the UK, with geographic responsibilities for specific areas. Their work bridges both local enforcement activity and stakeholder liaison. In order to effectively deliver their role they will need to work closely with Local Authorities. In particular they will need to work with those local authority staff engaged with migrant communities, and community cohesion issues.
- 4.3 As part of the GLA's standard operating procedures it will complete a community impact assessment where its operations may create local impacts. For example, a revocation of a licence may result in the unemployment of significant numbers of migrant workers in a rural area. This may create additional burdens for the local community and the local authority servicing that community. It is therefore important that the GLA community enforcement officers build close links with local authority counterparts.
- 4.4 Close cooperation may include:
- co-location of staff in out-reach centres
 - joint community surgeries
 - development of risk assessments of potential increases in community tensions
 - assistance with any support for victims that may be available by the local authority, or its network of contacts
- 4.5 Local Authorities should contact the GLA Operational Support Unit to identify their local community enforcement officer.
- 4.6 The GLA will use the contact details in the schedule of signatories to the MOU to assist in identifying the relevant business area to assist with community issues.

SECTION 6: MANAGEMENT OF THE MOU

General

- 5.1 Local Authorities that sign up to the MOU will be required to provide details of:
- the business areas that they wish to work with the GLA
 - a single point of contact for each business that they designate may work with the GLA
 - An authorising officer for that business area

the agreement will be revised to reflect relevant impacts on its operation arising from:

- Changes in legislation,
- Changes in guidance and policies of LACoRS, GLA or its parent organisation.
- National or European Court rulings
- Complaints against the joint activities and information sharing between LACoRS and the GLA

Signatories

5.9 This agreement formalises the arrangements for the disclosure of information between the parties, and for the support given to the Gangmasters Licensing Authority by LACoRS.

5.10 The GLA and LACoRS agree to abide by the terms of this Memorandum of Understanding.

Signed:

GLA

Ian Livsey (Chief Executive)

Date

LACoRS on behalf of LGA, WLGA, CoSLA

LACoRS signatory

Date

APPENDICES

Appendix 1 - Contact details

GANGMASTERS LICENSING AUTHORITY

Chief Executive

Name	Ian Livsey
Address	P. O. Box 8538 Nottingham NG8 9AF
Phone	0115 900 8975 (GTN 6315 8975)
Fax	0115 900 8943 (GTN 6315 8943)
e-mail	mike.wilson@gla.gsi.gov.uk

Director of Strategy

Name	Darryl Dixon
Address	P. O. Box 8538 Nottingham NG8 9AF
Phone	0115 900 8959 (GTN 6315 8959)
Fax	0115 900 8943 (GTN 6315 8943)
e-mail	darryl.dixon@gla.gsi.gov.uk

Licensing Team Manager

Name	Ian Wilkinson
Address	P. O. Box 8538 Nottingham NG8 9AF
Phone	0115 900 8957 (GTN 6315 8957)
Fax	0115 900 8943 (GTN 6315 8943)
e-mail	ian.Wilkinson@gla.gsi.gov.uk

Intelligence Manager

Name	
Address	P. O. Box 8538 Nottingham NG8 9AF
Phone	
Fax	
e-mail	

LACORS

LACORS role

Name	
Address	
Phone	
Fax	
e-mail	

LACORS role

Name	
Address	
Phone	
Fax	
e-mail	

Appendix 4 – Intelligence Disclosure template



Gangmasters
Licensing Authority

INTELLIGENCE REPORT

ORGANISATION and OFFICER			DATE/TIME OF REPORT		
INTEL SOURCE or INTEL REF N° (I.S.R.)			REPORT U.R.N.		
SOURCE EVALUATION	A Always Reliable	B Mostly Reliable	C Sometimes Reliable	D Unreliable	E Untested Source
INTELLIGENCE EVALUATION	1 Known to be true without reservation	2 Known personally to the source but not to the officer	3 Not known personally to the source, but corroborated	4 Cannot be judged	5 Suspected to be false
HANDLING CODE To be completed at time of entry into an intelligence system and reviewed on dissemination	1 May be disseminated to other law enforcement and prosecuting agencies, including law enforcement within the EEA, and EU compatible	2 May be disseminated to UK non prosecuting parties (Code 3.7 conditions apply)	3 May be disseminated to non EEA law enforcement agencies (Code 4.7 and/or conditions apply, specify below)	4 Only disseminate within originating agency/force Specify internal recipient(s)	5 Disseminated Intelligence Receiving agency to observe conditions as specified below
REPORT					
SUBJECT:			DOB:		EVALUATION
CASE / OPERATION REFERENCE:					Source Intel Handling

Appendix 5 - The Protective Marking definitions

The Protective Marking Definitions

	International relations	Defence	Security & Intelligence	Public order & private rights	Economic interests	Law enforcement	Policy and operations of public service
TOP SECRET	Cause exceptionally grave damage to relations with friendly governments Threaten directly the internal stability of friendly countries	Cause exceptionally grave damage to the effectiveness or security of UK or allied forces	Cause exceptionally grave damage to the continuing effectiveness of extremely valuable security or intelligence operations	Lead directly to widespread loss of life Threaten directly the internal stability of the UK	Cause severe long-term damage to the UK economy		
SECRET	Raise international tension Damage seriously relations with friendly governments	Cause serious damage to the operational effectiveness or security of UK or allied forces	Cause serious damage to the continuing effectiveness of highly valuable security or intelligence operations	Threaten life directly Seriously prejudice public order, or individual security of liberty	Cause substantial material damage to national economic and commercial interests		
CONFIDENTIAL	Materially damage diplomatic relations (i.e. cause formal protest or other sanction)	Cause damage to the operational effectiveness or security of UK allied forces	Cause damage to the effectiveness of valuable security or intelligence operations	Prejudice individual security or liberty	Work substantially against national economic and commercial interests Undermine substantially the financial viability of major organisations	Impede the investigation of serious crime Facilitate the commission of serious crime	Impede seriously the development or operation of major government policies Shut down or otherwise substantially disrupt significant national operations
RESTRICTED	Affect adversely diplomatic relations	Make it more difficult to maintain the operational effectiveness or security of UK or allied forces		Cause substantial distress to individuals Breach proper undertakings to maintain the confidence of information provided by third parties	Cause financial loss or loss of earning potential to or facilitate improper gain or advantage for individuals or companies	Prejudice the investigation of crime Facilitate the commission of crime	Impede the effective development or operation of government policies Breach statutory restrictions on disclosure of information Disadvantage government in commercial or policy negotiations with others Undermine the proper management of the public sector and its operations

Appendix 6 - Joint Investigation statement of responsibilities

(To be drafted during LACORS discussions on section 4)