INFORMATION SHARING AGREEMENT

between the
NATIONAL POLICE CHIEFS' COUNCIL

And

CABINET OFFICE HONOURS AND APPOINTMENTS SECRETARIAT

For

ACCESSING INFORMATION HELD ON THE POLICE NATIONAL COMPUTER FOR THE PURPOSES OF CONDUCTING VETTING CHECKS ON HONOURS CANDIDATES FOR STATE HONOURS AND APPOINTMENTS

CabinetOffice

Date of issue: 6th April 2018

Cover + 20 pages
# SUMMARY SHEET

**ACCESSING INFORMATION HELD ON THE POLICE NATIONAL COMPUTER FOR THE PURPOSES OF CONDUCTING VETTING CHECKS ON HONOURS CANDIDATES FOR STATE HONOURS AND APPOINTMENTS**

**ACRO Ref:** ACRO/3/312/08

**PURPOSE**
This Information Sharing Agreement (hereafter referred to as the Agreement) formalises the arrangements for the ACRO Criminal Records Office (ACRO), acting on behalf of National Police Chiefs’ Council (NPCC), to provide the Cabinet Office Honours and Appointments Secretariat with access to information held on the Police National Computer (PNC) for the purposes of conducting vetting checks on honours candidates for state and crown honours and appointments and in assisting their preparation of submissions to the Honours Forfeiture Committee.

**PARTNERS**
- ACRO Criminal Records Office (ACRO)
- Cabinet Office Honours and Appointments Secretariat (H&A)

**Date Agreement comes into force:** 16/04/2018

**Date of Agreement Review:** 15/04/2019

**Agreement Owner:** ACRO Criminal Records Office

**Agreement drawn up by:**

**Location of Agreement in force:** ACRO ISA Library

**Protective Marking:** OFFICIAL - SENSITIVE

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Version 2.2

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OFFICIAL - SENSITIVE
# VERSION RECORD

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# Index

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUMMARY SHEET</td>
<td>I</td>
</tr>
<tr>
<td>VERSION RECORD</td>
<td>II</td>
</tr>
<tr>
<td>1  INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>1.1 PURPOSE</td>
<td>1</td>
</tr>
<tr>
<td>2  PARTIES</td>
<td>2</td>
</tr>
<tr>
<td>2.1 AGREEMENT BETWEEN</td>
<td>2</td>
</tr>
<tr>
<td>3  POWER(S)</td>
<td>2</td>
</tr>
<tr>
<td>3.1 LEGAL BASIS</td>
<td>2</td>
</tr>
<tr>
<td>3.2 CODE OF PRACTICE FOR THE MANAGEMENT OF POLICE INFORMATION</td>
<td>2</td>
</tr>
<tr>
<td>3.3 DATA SHARING CODE OF PRACTICE</td>
<td>3</td>
</tr>
<tr>
<td>4  PROCESS</td>
<td>3</td>
</tr>
<tr>
<td>4.1 OVERVIEW</td>
<td>3</td>
</tr>
<tr>
<td>4.2 PNC SEARCHES</td>
<td>3</td>
</tr>
<tr>
<td>4.3 ADDITIONAL INFORMATION REQUIREMENTS</td>
<td>4</td>
</tr>
<tr>
<td>5  SUBMISSION</td>
<td>4</td>
</tr>
<tr>
<td>5.1 SPREADSHEETS</td>
<td>4</td>
</tr>
<tr>
<td>5.2 TELEPHONE REQUESTS</td>
<td>5</td>
</tr>
<tr>
<td>6  PROVISION OF INFORMATION</td>
<td>5</td>
</tr>
<tr>
<td>6.1 RESPONSE TO A PNC 'NAMES' SEARCH</td>
<td>5</td>
</tr>
<tr>
<td>7  INFORMATION MANAGEMENT</td>
<td>6</td>
</tr>
<tr>
<td>7.1 GOVERNMENT SECURITY CLASSIFICATION SYSTEM</td>
<td>6</td>
</tr>
<tr>
<td>7.2 INFORMATION SECURITY POLICY</td>
<td>6</td>
</tr>
<tr>
<td>7.3 VOLUMES</td>
<td>6</td>
</tr>
<tr>
<td>7.4 TRANSMISSION</td>
<td>6</td>
</tr>
<tr>
<td>7.5 DISPUTED INFORMATION</td>
<td>6</td>
</tr>
<tr>
<td>7.6 TURNAROUND</td>
<td>6</td>
</tr>
<tr>
<td>7.7 QUALITY ASSURANCE &amp; CONTROL</td>
<td>7</td>
</tr>
<tr>
<td>7.9 FORCE MAJEURE</td>
<td>7</td>
</tr>
<tr>
<td>8  CONSTRAINTS ON THE USE OF THE INFORMATION</td>
<td>8</td>
</tr>
<tr>
<td>8.1 FREEDOM OF INFORMATION ACT 2000</td>
<td>8</td>
</tr>
<tr>
<td>8.2 DATA PROTECTION ACT 1998</td>
<td>8</td>
</tr>
<tr>
<td>8.3 THIRD PARTY SHARING</td>
<td>9</td>
</tr>
<tr>
<td>8.4 RETENTION AND DISPOSAL</td>
<td>9</td>
</tr>
<tr>
<td>9  ROLES AND RESPONSIBILITIES</td>
<td>11</td>
</tr>
<tr>
<td>9.1 DISPUTES</td>
<td>11</td>
</tr>
<tr>
<td>9.2 ESCALATION</td>
<td>11</td>
</tr>
<tr>
<td>10 CHARGES</td>
<td>12</td>
</tr>
</tbody>
</table>
1 INTRODUCTION

1.1 Purpose

1.1.1 The Cabinet Office Honours and Appointments Secretariat (H&A Secretariat) is responsible for matters related to Honours, civilian gallantry awards, other civilian service awards and senior state and church appointments. The Secretariat is responsible for the receipt, acknowledgement and processing of Honours nominations made by members of the public and preparation of the Honours Lists.

1.1.2 Once the case reaches the Honours team of the Secretariat, it is prepared for consideration by one of a series of specialist assessment sub-committees. The chairs and the majority of the members of these committees are independent of government.

1.1.3 The Honours and Appointments Secretariat are also responsible for preparing submissions to the Honours Forfeiture Committee where there is evidence to suggest that the recipient of an honour may have brought the honours system into disrepute.

1.1.4 The Forfeiture Committee would normally consider cases where a holder of an honour:

- has been found guilty by the courts of a criminal offence and sentenced to a term of imprisonment of more than three months; or

- has been censured/struck off etc by the relevant regulatory authority or professional body for actions or failures to act which are directly relevant to the granting of the honour.

1.1.5 But the Committee is not restricted to these two criteria, and any case can be considered where there is other evidence to suggest that the retention of an honour would bring the honours system into disrepute.

1.1.6 This Information Sharing Agreement (hereafter referred to as the Agreement) formalises the arrangements for the ACRO Criminal Records Office (ACRO), acting on behalf of the NPCC, to provide the Cabinet Office Honours and Appointments Secretariat with access to information held on the Police National Computer (PNC) for the purposes of conducting vetting checks on honours candidates for state honours and appointments and in assisting their preparation of submissions to the Honours Forfeiture Committee. In so doing, ACRO will provide the necessary print from the PNC to support relevant processes.

1 The practice of providing copies of a defendant's past record is well established within the work of Non Police Prosecuting Agencies.
2 PARTIES

2.1 Agreement between

2.1.1 This Agreement is between the following Parties:

ACRO Criminal Records Office (ACRO)
PO Box 481
 Fareham
 PO14 9FS

Cabinet Office
Honours and Appointments Secretariat
Room G.39
1 Horse Guards Road
London
SW1A 2HQ

3 POWER(S)

3.1 Legal basis

3.1.1 The legal basis for ACRO and the HAA Secretariat to share information is derived from:

- The common law powers of disclosure
- The Data Protection Act 1998 – Schedule 7 s.3(b)
- The Data Protection Act 1998 – Schedule 2 s.5(c)
- The Data Protection Act 1998 – Schedule 3 s.7(c)
- The Royal Prerogative

3.2 Code of Practice for the Management of Police Information

3.2.1 Any information that is shared should meet one or more of the policing purposes referred to in the Code of Practice for the Management of Police Information (MOPI):

a. Protecting life and property;

b. Preserving order;

c. Preventing the commission of offences;

d. Bringing offenders to justice;

Version 2.2
OFFICIAL - SENSITIVE

ACRO Criminal Records Office

3.2.2 These five policing purposes provide the legal basis for collecting, recording, evaluating, sharing and retaining police information. The policing purposes do not replace or supersede any existing duty or power defined by statute or common law. Section 4.8 of MOPI provides for police information to be shared outside the UK police force where it is lawful and reasonable to do so.

3.3 Data Sharing Code of Practice

3.3.1 The sharing of information should only take place where it is valid and legally justified. Accordingly, this Agreement follows the recommendations contained within the Data Sharing Code of Practice issued by the Information Commissioner’s Office.

3.3.2 Adopting the good practice recommendations contained in the code ensures that personal data is shared in a way that complies with the law and that the sharing is fair, transparent and in line with the rights and expectations of the people whose data is being shared.

4 PROCESS

4.1 Overview

4.1.1 ACRO, in response to requests made by the H&A Secretariat, will conduct PNC searches and provide a PNC print to meet the information needs of the H&A Secretariat.

4.1.2 In the event that no convictions are found on the PNC or the subject of the enquiry is ‘No Trace’, a response stating ‘No relevant information held on PNC in relation to the subject of your enquiry’ will be sent to the H&A Secretariat. This response will also indicate that in the absence of fingerprints the identity of the subject cannot be verified. Similar wording will apply to ‘Trace’ returns i.e. when a record is found and a PNC print provided.

4.1.3 The H&A Secretariat caseworker will review all referred information and may ask for additional information to aid decision making.

4.2 PNC searches

4.2.1 Requests for a PNC search are to be made by the H&A on ‘spreadsheet’ as per the agreement and sent directly to ACRO via the secure e-mail address below seen in s.5.

4.2.2 The following information is to be provided in support of each request:

- First name(s) (John/Edward/Benjamin)

As defined in the Data Protection Act 1998.

Version 2.2

OFFICIAL - SENSITIVE
4.3 Additional Information Requirements

4.3.1 Other information which the H&A Secretariat caseworker may be aware of e.g. NIN, passport or driving licence number etc. can be provided to aid identification. This additional information will be used to confirm identity and is of particular value where the name or other personal details are identical on the PNC.

4.3.2 It is not necessary to obtain the additional information as a matter of course particularly if it is not currently recorded as part of the H&A Secretariat’s normal administrative procedures.

4.3.3 If required, ACRO will seek additional information from the H&A Secretariat to verify the identity of the subject of the request via the following secure H&A Secretariat Mailbox:

4.3.4 No other Mailbox is to be used unless this Agreement is updated to reflect a change of “nominated” point of contact for the H&A Secretariat.

4.3.5 Where appropriate, the H&A Secretariat will make contact with the subject of the enquiry to seek the additional information required by ACRO.

5 SUBMISSION

5.1 Spreadsheets

5.1.1 Completed spreadsheets are to be sent via secure email i.e. cjsm, gsi etc. to the following email address;
5.1.2 Erroneous/incomplete spreadsheets will not be processed. They will be returned to the H&A Secretariat as invalid and a reason provided.

5.2 Telephone requests

5.2.1 Requests may be made by telephone in cases of emergency and the spreadsheet submitted retrospectively. Such requests can only be made by a limited number of H&A Secretariat caseworkers, namely:

6 PROVISION OF INFORMATION

6.1 Response to a PNC ‘Names’ search

6.1.1 In response to a formal application, written or verbal, ACRO will provide the H&A Secretariat with the following information derived from the PNC in response to applications made in accordance with this Agreement:

- All convictions, cautions, warnings & reprimands
- Additional information as deemed relevant by ACRO where there is a pressing social need to do so (via a Force Disclosure Unit as appropriate).

6.1.2 It should be noted that the service provided under this Agreement only covers the provision of a Disclosure Print. Annex A shows the content of a typical Disclosure Print. PNC Warning Signals will not be disclosed.

6.1.3 If the H&A Secretariat has a secondary query or wish to follow-up on the PNC information provided, a formal request is to be made through the nominated ACRO Mailbox.

6.1.4 The H&A Secretariat will need to liaise directly with forces to obtain specific information regarding the offending revealed in the prints provided under this Agreement or to gain access to statements, interviews under caution etc. relating to any previous offending. Forces may apply their own charges in respect of any information they disclose.
7 INFORMATION MANAGEMENT

7.1 Government Security Classification System

7.1.1 Parties to this Agreement are to ensure that personal data are handled, stored and processed at OFFICIAL level as defined by the Government Security Classification System and carry the security marking OFFICIAL – SENSITIVE.

7.2 Information Security Policy

7.2.1 Either Party to this Agreement may request a copy of the others Information Security Policy (ISP) (where it exists) when sensitive personal data is to be shared.

7.3 Volumes

7.3.1 It is estimated that for the year 2018/19, the H&A Secretariat will request 2500 PNC checks.

7.3.2 The H&A Secretariat will advise ACRO if the number of PNC checks is likely to be exceeded.

7.4 Transmission

7.4.1 With the exception of telephone requests in cases of emergency, contact between ACRO and the H&A Secretariat should only be made over a secure communication network and care must be taken where personal information is shared or discussed.

7.4.2 Similarly, requests and replies must not be communicated via insecure email as the Internet is not secure and must not be used for the transmission of personal/sensitive personal data.

7.4.3 Emails must not be password protected, contain personal data or contain the descriptor ‘Private and Confidential’ in the subject field or be over 6Mb in file size.

7.4.4 The H&A Secretariat case reference number must be included in the subject field of every email sent to ACRO.

7.5 Disputed Information

7.5.1 Should the validity of the information disclosed be disputed, the H&A Secretariat will contact ACRO to determine a suitable method to resolve the dispute.

7.6 Turnaround

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5 As defined in the Data Protection Act 1998

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Version 2.2

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7.6.1 This Agreement requires a 7 working day turnaround on all cases submitted to ACRO except where ACRO requires further information from the H&A Secretariat to make a positive match. In these circumstances, ACRO will process the enquiry when the required information has been supplied by the H&A Secretariat.

7.6.2 Responses to requests for additional information must be made by the H&A Secretariat within 10 working days. If ACRO do not receive the information, the request will be closed and an invoice sent to H&A Secretariat for work undertaken to date.

7.6.3 A further exception to the 7 working day turnaround are those occasions where the conviction data is held on microfiche in the national police microfiche library at Hendon. In these cases ACRO will provide a response when the required information has been supplied by the custodians of the microfiche.

7.6.4 The H&A Secretariat will be advised if the 7 working day turnaround cannot be met.

7.7 Quality Assurance & Control

7.7.1 ACRO employ strict quality control procedures and staff undertaking this work are all appropriately trained.

7.7.2 On a monthly basis ACRO can, if required, provide regular management information to the H&A Secretariat including:

- Number of requests received
- Number of PNC Disclosure Prints provided
- Details of any cases that fall outside agreed 'Service Levels'.
- Number of issues and/or disputes

7.8 Force Majeure

7.8.1 Neither the H&A Secretariat nor ACRO shall be liable to the other by reason of any failure or delay in performing its obligations under the DPA which is due to Force Majeure, where there is no practicable means available to the Party concerned to avoid such failure or delay.

7.8.2 If either the H&A Secretariat or ACRO becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, they shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other Party of the period for which it estimates that the failure or delay will continue.

7.8.3 For the purposes of this Condition, "Force Majeure" means any event or occurrence which is outside the control of the Party concerned and which is not attributable to any act or failure to take preventive action by the Party
concerned, but shall not include any industrial action occurring within ACRO or within any sub-contractor's organisation.

7.8.4 Any failure or delay by ACRO in performing its obligations under the DPA which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded in complying with an obligation to ACRO by Force Majeure.

8 CONSTRAINTS ON THE USE OF THE INFORMATION

8.1 Freedom of Information Act 2000

8.1.1 On receipt of a request made under the provisions of the Freedom of Information Act 2000 in respect of information provided by or relating to the information provided by ACRO, the H&A Secretariat representative identified in Section 9 below is to ascertain whether the NPCC wishes to propose the engagement of any exemptions via the NPCC FOI Mailbox:

npcc.foi.request@crn.pnn.police.uk

8.2 Data Protection and GDPR

8.2.1 Where the H&A Secretariat receives a Subject Access Request (SAR) under the provisions of GDPR or DPA which captures personal or sensitive personal data provided by ACRO under this Agreement, the H&A Secretariat representative identified in Section 9 below is to immediately contact the NPCC Data Protection Officer at: data.protection@npcc.pnn.police.uk to ascertain whether the NPCC wishes to propose to the H&A Secretariat that the H&A Secretariat applies any relevant exemptions when responding to the applicant.

8.2.2 Where ACRO receives a Subject Access Request (SAR) under the provisions of GDPR or DPA which captures personal or sensitive personal data requested by the H&A Secretariat under this Agreement, the NPCC Data Protection Officer is to immediately contact the H&A Secretariat representative identified in Section 9 below to ascertain whether the H&A Secretariat wishes to propose to ACRO that ACRO applies any relevant exemptions prior to responding to the applicant.

8.2.3 It is acknowledged that where the receiving Party cannot comply with a request without disclosing information relating to another individual who can be identified from that information, it is not obliged to comply with the request; unless:

a. The other individual has consented to the disclosure of the information to the person making the request; or
b. It is reasonable in all the circumstances to comply with the request without the consent of the other individual.

8.2.4 In determining whether it is reasonable, regard shall be had to:

a. Any duty of confidentiality owed to the other individual;

b. Any steps taken by the Data Controller with a view to seeking consent of the other individual;

c. Whether the other individual is capable of giving consent; and,

d. Any express refusal of consent by the other individual.

8.2.5 Each Party shall give reasonable assistance as is necessary to enable the other Party to:

a. Comply with requests for subject access from the Data Subjects;

b. Respond to Notices served upon them by the Information Commissioner;

c. Respond to complaints from Data Subjects;

d. Investigate any breach or alleged breach of confidentiality.

8.2.6 Where the H&A Secretariat receives a Notice to erase or restrict personal data under the provisions of GDPR, or DPA concerning personal or sensitive personal data processed under this Agreement, the H&A Secretariat representative identified in Section 9 will contact the NPCC Data Protection Officer to alert them to the fact that a Notice has been served: data.protection@npcc.pnn.police.uk

8.2.7 Where ACRO receives a Notice to erase or restrict personal data under the provisions of GDPR or DPA concerning personal or sensitive personal data processed under this Agreement, ACRO will contact the H&A Secretariat representative identified in Section 9 to alert them to the fact that a Notice has been served.

8.3 Third Party Sharing

8.3.1 Personal data and sensitive personal data\(^4\) shared in accordance with this Agreement will only be used for the specific purpose for which they are requested.

8.3.2 The information shared should not be disclosed to any third party without the written consent of the Party that provided the information in the first instance.

8.4 Retention and Disposal

\(^4\) As defined in the Data Protection Act 1998.
9 ROLES AND RESPONSIBILITIES

9.1 Disputes

9.1.1 The following Single Points of Contact (SPoC) will work together to jointly solve problems relating to the sharing of information under this Agreement.

ACRO Head of Section:

If the above is unavailable contact should be made with:

H&A Secretariat:

If the above individual is unavailable contact should be made with:

9.1.2 The above named H&A Secretariat representatives will have joint responsibility of resolving all day to day operating issues and initiating the escalation process set out below if when necessary.

9.2 Escalation

9.2.1 In the event that the nominated SPoC cannot agree on a course of action or either party appears not to have met the terms and conditions of this Agreement, the matter should initially be referred jointly to the following:

ACRO Records Deletion Supervisor:

H&A Secretariat – Head of Honours Operations

9.2.2 Both nominees have a responsibility to create a file in which relevant information and decisions can be recorded. The file should include details of the data accessed and notes of any correspondence, meetings attended, or phone calls made or received relating to this Agreement.
8.4.1 Information shared under this Agreement will be securely stored and disposed of when no longer required for the purpose for which it is provided, unless otherwise agreed in a specific case, and legally permitted.
10 CHARGES

10.1 Price and Rates

10.1.1 The H&A Secretariat shall pay ACRO for the provision of services set out in this Agreement as follows:

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<td>2</td>
<td>PNC Print (various)</td>
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<td>Cost per print or copy thereof</td>
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<tr>
<td>3</td>
<td>Courier Service</td>
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10.1.2 The charges applied to service provision are deemed to include all costs and overheads and all charges associated with the employment and retention of staff. VAT is not applicable to the service provided.

10.1.3 The charges applied shall be fixed for the period of the Agreement.

10.1.4 The H&A Secretariat will provide ACRO with a purchase order each year commencing on the date of renewal of this Agreement of sufficient value to cover the estimated checks to be carried out in the contracted period.

10.1.5 ACRO shall submit an original invoice quoting the Purchase Order number to the H&A Secretariat at monthly intervals in arrears in respect of the service provided. Each invoice shall be accompanied by an email which will contain all appropriate references, a detailed breakdown of the services and the appropriate charge per check.

10.2 Invoices

10.2.1 Invoices shall contain the following information:

- Purchase order number
- The Agreement Reference Number
- The period the service charge refers to
- All applicable service charges
- The name and address of both Parties (ACRO and H&A Secretariat)

10.2.2 The H&A Secretariat shall pay all monies owed to ACRO within a period of 30 days from receipt of the original invoice unless the amount shown on the invoice is disputed by the H&A Secretariat.

10.2.3 If the H&A Secretariat is in default of this condition, ACRO reserves the right to withdraw the service by advising in writing.

Version 2.2
11 REVIEW

11.1 Frequency

11.1.1 This Agreement will be held by ACRO and reviewed on an annual basis.

12 SIGNATURE

12.1 Undertaking

12.1.1 By signing this Agreement, all signatories accept responsibility for its execution and agree to ensure that staff for whom they are responsible are trained so that requests for information and the process of sharing is sufficient to meet the purpose of this Agreement.

12.1.2 Signatories must ensure compliance with all relevant legislation.

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<th>Signed on behalf of ACRO:</th>
<th>Signed on behalf of the H&amp;A Secretariat:</th>
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<tr>
<td>Signature:</td>
<td>Signature:</td>
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<tr>
<td>Full Name:</td>
<td>Full Name:</td>
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<tr>
<td>Position held: Head of ACRO</td>
<td>Position held: Head of Honours Policy</td>
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Version 2.2

OFFICIAL - SENSITIVE