



Service Level Agreement between the
Association of Chief Police Officers (ACPO)
and the Internet Watch Foundation (IWF)

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1. Parties to the Service Level Agreement

- i) Association of Chief Police Officers (ACPO)
- ii) Internet Watch Foundation (IWF)

2. Introduction

- i) This Service Level Agreement (SLA) exists between the Association of Chief Police Officers (ACPO) and the Internet Watch Foundation (IWF). It outlines the processes for managing UK hosted criminal internet content, specifically:
 - indecent photographs of children as defined by the Protection of Children Act 1978 and the Sexual Offences Act 2003:
 - criminally obscene adult content as defined by the Obscene Publications Act 1959 and 1964:
 - extreme pornography as defined by sections 63 – 67 Criminal Justice and Immigration Act 2008:
 - prohibited images of children as defined by S.62 of the Coroners and Justice Act 2009
- ii) The aim of this Agreement is to provide a protocol for the management of investigations into criminal content, under the above legislation, hosted by Service Providers on servers in the United Kingdom.
- iii) The IWF provides a number of functions and services based on the four points above. It is accepted that their staff will engage in activities to support the work of police forces and the Child Exploitation and Online Protection (CEOP) Centre. In signing this SLA, the IWF agrees to be aware of any relevant ACPO guidance and good practice that, whilst it does not extend to cover the work of the IWF, may enhance and impact on its and forces ability to carry out the functions of this SLA. As part of this, the IWF will review the ACPO practice advice for staff occupational health and welfare provisions and ensure that the principles of its contents are made available to its staff.

Note: IWF's remit in relation to criminal content may change from time to time as new legislation becomes law, and its Board and Members agree to extend its reporting and referral service.

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Association of Chief Police Officers (ACPO)

- iv) The Association of Chief Police Officers is an independent, professionally led strategic body. In the public interest and, in equal and active partnership with Government and the Association of Police Authorities, ACPO leads and coordinates the direction of practice and development of policy for the Police Service in England, Wales and Northern Ireland.
- v) ACPO provides strong and visible leadership to the Police Service of England, Wales and Northern Ireland, inspiring confidence in those it leads, their partners and the diverse communities they serve.
- vi) ACPO ensures, with their partners, that the development of doctrine for the Police Service is conducted in a professional and coordinated manner, supporting the continuous improvement of policing for the benefit of the communities that they serve. The ownership of ACPO doctrine in relation to these areas lies with the ACPO Lead for Child Protection and Abuse Investigation and the ACPO Lead for Obscenity (incorporating extreme pornography).
- vii) ACPO is recognised as the principal voice of the Police Service by those seeking a professional view on all policing matters, including the government, the media and the agencies with whom they work, both nationally and globally.
- viii) ACPO co-ordinates the strategic policing response, in times of national need, on behalf of all chief officers.
- ix) ACPO supports and encourages their members in achieving and continuously developing the highest professional knowledge and standards of performance.

Internet Watch Foundation (IWF)

- x) IWF is an independent, self-regulatory organisation funded by the European Union and the wider online industry, including internet service providers, mobile operators and manufacturers, content service providers, filtering companies, search providers, trade associations and the financial sector as well as other organisations that support them for corporate social responsibility reasons.
- xi) For the avoidance of doubt, IWF assesses and traces potentially criminal content if it is judged to contravene law in England, Wales and Northern Ireland, and to establish if it is hosted in the UK; it has no authority or powers to investigate criminal activity.
- xii) The IWF provides a national 'Hotline' for the public and IT professionals to report potentially criminal online content within their remit and they act as the 'notice and take-down' body in the UK for this content. It is supported, but not funded by the Police and works in partnership with many stakeholders to trace, assess, remove, disrupt access to and judge content based on the relevant criminal laws in the UK.
- xiii) The IWF partnership approach delivers a service to the online industry, law enforcement, government, the education sector, charities, international partners and the public to minimise the availability of potentially criminal child sexual abuse content hosted anywhere in the world and other forms of criminal content as set out in para 2(i) above and hosted in the UK. It also assists service providers to combat the abuse of their systems by distributors of criminal content covered

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by this Agreement and to support law enforcement officers in their efforts to detect and prosecute offenders.

- xiv) The IWF's status as a relevant authority as regards reporting, handling and combating child sexual abuse images on the internet is set out in a Memorandum of Understanding between the Crown Prosecution Service (CPS) and the Association of Chief Police Officers (ACPO) (England, Wales and Northern Ireland) linked to Section 46 of the Sexual Offences Act 2003. Section 46 creates, in certain circumstances, a defence to securing and retaining potentially criminal child sexual abuse content, for the purposes of prosecution. Reports made to the IWF in line with its procedures can be referred to in a criminal prosecution.
- xv) If potentially criminal content is apparently hosted in the UK, the IWF will work with the relevant service provider and UK police force to have the content evidentially preserved and then 'taken down' and to assist wherever operationally possible to have the offender(s) responsible for distributing or possessing the offending content detected.
- xvi) The IWF also supplies a list of web addresses containing child sexual abuse content to some of their Members who voluntarily use the list to prevent online consumers from accessing such content.
- xvii) Members of the public who are exposed to potentially criminal content set out in this agreement can make a report to IWF by either, email, telephone, mobile, fax or preferably through its 'internet hotline' at <http://www.iwf.org.uk>

3. Purpose of the Agreement

- i) The purpose of this Agreement is to clearly articulate the roles and responsibilities between ACPO and the IWF for the management and investigation of child sexual abuse content, criminally obscene and extreme pornographic content and prohibited images of children.
- ii) ACPO and the IWF have agreed to work together and this Agreement sets out the terms of the partnership. The main working partners with the IWF will be:
 - a) Child Exploitation and Online Protection (CEOP) Centre for issues relating to child sexual abuse content and prohibited images of children
 - b) Metropolitan Police Service Human Exploitation and Organised Crime (SDC9) for issues relating to extreme pornography and obscenity
- iii) In this Agreement these partners will be referred to as the 'lead Agency' to allow for the different remits of those agencies.
- iv) It will provide a road map for the investigation process with agreed timelines and feedback processes.

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4. General Principles

- i) The Police Service will at all time retain responsibility for the investigation of suspect criminal offences / allegations.
- ii) The parties agree to work together to carry out the procedures in accordance with the terms of this Agreement.
- iii) The parties agree to operate in accordance with good practice and the relevant legislation that underpins this SLA.

5. Responsibilities of the IWF

- i) On receipt of a report to the IWF, the content reported will be traced and assessed in accordance with the legislation referred to in this Agreement.
- ii) If the content is hosted outside the UK then the IWF have agreements in place to exchange information on child sexual abuse content with other bodies but in the case of the remaining criminal content within the IWF's remit then they can take no further action. It may for intelligence reasons refer the content to the lead Agency for their information and action where they deem it appropriate.
- iii) Where the content is traced to a UK server and assessed by the IWF as potentially criminal under UK law, the IWF will refer the content to the lead Agency.
- iv) The IWF will issue an evidential preservation request and Notice and Take Down (NTD) to the Service Provider responsible for hosting the content. This Notice will be followed up immediately with a phone call to the Service Provider to ensure they have received the Notice.
- v) The IWF will also provide advice and assistance to the Service Provider on the correct way to preserve the content in a secure manner in anticipation of an investigating officer (IO) attending the premises.
- vi) The IWF will then monitor the website to ensure that the content is removed /disabled expeditiously in line with the requirements of the Electronic Commerce (EC Directive) Regulations 2002.
- vii) The IWF will liaise directly with the Police Service that covers the Service Providers geographic location if it is requested to do so by the appropriate lead Agency and will provide IWF contact details.
- viii) Where the IWF liaises directly with a Police Service, it will keep the appropriate lead Agency up to date with progress and feedback the results of action taken in terms of the NTD.
- ix) The IWF will make their own decisions according to their own responsibilities and experience as to whether to issue a NTD if the Police Service decides not to initiate an investigation

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- x) The IWF may provide a statement of evidence on request and would attend Court if required to do so, however there is an expectation that the primary evidence necessary to advance a prosecution would be gathered by the IO.

6. Responsibilities of lead Agency (CEOP, SCD9)

- i) The Police Service will always retain the responsibility for investigating criminal offences related to this SLA.
- ii) The Police Service will make their own decisions according to their own protocols as to whether to initiate an investigation or advise regarding further action.
- iii) CEOP is the national law enforcement child protection agency and it provides a service on behalf of ACPO to all police forces. The IWF will provide notice of any criminal content relating to child sexual abuse to CEOP for dissemination to the relevant police force.
- iv) The Abusive and Extreme Images Unit (AEIU) in the Metropolitan Police Service (MPS) investigate the distribution and possession of extreme, obscene and indecent images on a pan London basis. On receipt of such material from the IWF they will either deal with it direct or disseminate to the relevant police force
- v) On receipt of a report from the IWF of UK hosted content the appropriate lead agency will further assess the content referred to them to confirm support for the assessment made by the IWF.
- vi) If there is a difference of opinion over the assessment then a dialogue will be opened between the lead agency and the IWF to resolve that difference.
- vii) On receipt of a report from the IWF of potentially criminal content hosted in the UK, the IWF will assist the appropriate lead Agency to contact the Service Provider expeditiously to ensure evidence is preserved ahead of a potential visit by an Investigating Officer for the Police Service for that area.
- viii) The appropriate lead agency will be expected to liaise with the relevant Police Service or SPOC for action including the sharing of contact details for the IWF.
- ix) Each lead agency is responsible for agreeing the specific process with the IWF and should establish a Standard Operating Procedure (SOP) for that purpose. Criminal content should not remain in the public domain for longer than is necessary and should be retained for evidence.
- x) If the appropriate lead Agency advises the IWF that a NTD should be delayed for investigative reasons, the length of the delay should be stated and an agreed review time and date fixed.

Responsibility of the Investigating Police Service if referred from the appropriate lead Agency

- xi) The SPOC will refer investigations to the most appropriate Department within their Police Service for investigation as soon as operationally possible. This Department should have the requisite knowledge and skills to carry out an investigation into online criminality.

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- xii) The SPOC should ensure that contact details for the appropriate lead Agency and the IWF are provided to that Department as soon as possible after receipt of the referral.
- xiii) The investigating Police Service will allocate an Investigating Officer (IO), as soon as operationally possible.
- xiv) The IO will provide the appropriate lead Agency and the IWF with an update via email, together with the IO's full contact details, within two working days of receipt of the referral.
- xv) The IO will ensure that evidence gathering is completed as soon as possible.
- xvi) Where a NTD has been delayed for investigative reasons, on completion of the evidence gathering the IO will advise the IWF by email at the earliest opportunity, who will issue a NTD. This should include information as to whether the IO requires the content to be preserved for evidential reasons or permanently removed from servers.
- xvii) The IO will be responsible for updating the appropriate lead agency and IWF from the commencement of the investigation through to the conclusion of any Court proceedings.
- xviii) Where a hosting provider has been asked to preserve content for investigation but disable access, the IO will be responsible for notifying the hosting provider and ensuring that the content has been permanently deleted once the investigative needs have been met.

7. Monitoring

- i) Monitoring and review of this Agreement will be essential to its success. This Agreement will be reviewed on an annual basis between the IWF and the nominated ACPO lead, along with representatives from CEOP and SCD9.
- ii) Notwithstanding this arrangement any issue arising from this Agreement will be dealt with as soon as possible and any change communicated effectively.


8. Duration

- i) This Agreement will commence on the date of signature and will be reviewed on a periodic basis from the date of the signature by representatives from the IWF and ACPO.
- ii) It will remain in force until the partners to the Agreement agree to terminate it and do so in writing.

9. Costs

- i) The cost of staff and associated financial commitment will be borne by each partner.

Signatures



Keith Bristow
ACPO Lead for Crime



Peter Robbins, OBE, QPM
Chief Executive of the Internet Watch Foundation

Dated 5th October 2010