



Dated

1 May 2025

Bar Standards Board

and

Bar Mutual Indemnity Fund

DATA SHARING AGREEMENT

PARTIES

- 1) Bar Standards Board (the independent regulatory arm of the General Council of the Bar of England and Wales) whose principal office is at 289-293 High Holborn, London WC1V 7HZ ("**BSB**"); and
- 2) Bar Mutual Indemnity Fund Ltd, whose principal office is at 90 Fenchurch Street, London, EC3M 4ST ("**BMIF**")

each a **Party**, together the **Parties**

1 INTENTION AND APPLICATION OF THIS AGREEMENT

- 1.1 The Parties note the existence of a Memorandum of Understanding between them providing a framework for consultation and for the sharing of certain categories of information between them.
- 1.2 The Parties acknowledge and agree that they will share the Shared Personal Data for the Agreed Purposes as set out in this Data Sharing Agreement ("**DSA**").
- 1.3 The Parties agree and acknowledge that they are each independent Controllers in relation to the Shared Personal Data.

2 DEFINITIONS AND INTERPRETATION

Agreed Purposes has the meaning set out in Clause 4 of this DSA.

Commissioner means the Information Commissioner (as defined in section 3(8) of the DPA 2018).

Controller, Data Subject, Personal Data, Personal Data Breach, Processing (including **Process, Processes** and **Processed**), **Processor** and **Appropriate Technical and Organisational Measures** 'have the meaning set out in the Data Protection Law.

Data Protection Law means all law relating to data protection, the processing of personal data and any privacy laws arising to which the Parties are subject in connection with the personal data in question, including where applicable: (i) the Data Protection Act 2018 (DPA 2018); (ii) the GDPR, as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (UK GDPR); (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 as they continue to have effect by virtue of section 2 of the European Union (Withdrawal) Act 2018; the guidance and codes of practice issued by the Commissioner and which are applicable to a Party and any other laws in force in the UK from time to time applicable (in whole or in part) to the processing of personal data, as amended from time to time in the UK.

DPA 2018 means the Data Protection Act 2018 (and regulations made thereunder).

Entity means any BSB Authorised Body or BSB Licensed Body, and for the purposes of this DSA, a reference to a barrister or a self-employed barrister includes reference to an Entity insured by BMIF.

Force Majeure Event means any circumstance not within a Party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic (but excluding, for the avoidance of doubt, those measures implemented as at the date of this DSA designed to tackle the spread of COVID-19);
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;

- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of a utility service.

Joint Controller shall have the meaning given in Applicable Data Protection law.

Lawful Bases for Sharing means the lawful bases on which the Parties will share the Personal Data as set out in Clause 7 of this DSA.

Memorandum of Understanding (“MoU”) means the agreement between the Parties, as periodically amended in accordance with clause 2.5 of this DSA, ensuring appropriate regulatory oversight by the BSB in the provision of professional indemnity insurance to the Bar. The current version of the MoU is appended to this DSA.

Shared Personal Data means the Personal Data to be shared between the Parties under Clause 6 of this DSA.

Special Categories of Personal Data has the meaning set out in Applicable Data Protection Law and for the purpose of this DSA shall include information relating to criminal convictions and offences.

Working Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

- 2.1 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.2 Any schedules and appendices to this DSA shall form part of this DSA and shall have effect as if set out in full in the body of this DSA and any reference to this DSA includes any schedules and appendices.
- 2.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.
- 2.4 A reference in this DSA to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this DSA) from time to time.
- 2.5 In the case of any ambiguity between any provision contained in the body of this DSA and any provision contained in a schedule or appendix, the provision in the body of this DSA shall take precedence.

3 COMMENCEMENT AND DURATION

- 3.1 This DSA shall commence on the date set out at the top of it (“**Commencement Date**”) and shall continue in force unless and until terminated in accordance with this DSA.

4 PURPOSE

- 4.1 This DSA sets out the framework for the sharing of Personal Data when one Controller discloses Personal Data to another Controller. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
- 4.2 The Parties consider this data sharing initiative necessary to:

- 4.2.1 enable the BSB (a) to ensure all self-employed barristers have indemnity insurance cover for any liabilities which they may incur to clients or to other parties when performing their legal services; and (b) to have knowledge of any late payment or non-payment of premiums due to BMIF;
- 4.2.2 enable the BSB to inform BMIF whether barristers have practising certificates;
- 4.2.3 enable the BSB to inform BMIF whether barristers have stopped their practising certificates and the date they stopped; and
- 4.2.4 enable BMIF to confirm that self-employed barristers have ceased to be insured as self-employed barristers and that they instead have run off cover with BMIF;
- 4.3 The Parties consider this data sharing initiative is justifiable on the grounds that
 - 4.3.1 The BSB have a legal duty to provide regulatory oversight of compliance with professional indemnity insurance ("PII") requirements. Self-employed barristers have to declare to the BSB when they register to practise, or renew their registration, that they are insured by BMIF. When barristers stop practising, they will approach BMIF to cancel their PII. It is in the interests of high standards of practice and to safeguard clients and the public interest that the BSB check the validity of the declarations that barristers are insured, and that BMIF check that barristers have truly ceased practising before providing run off cover.
- 4.4 The Parties agree to only share the Shared Personal Data for the purposes of:
 - 4.4.1 The BSB carrying out an audit to check that barristers who have registered to practise, or have renewed their registration, have obtained the appropriate PII on an annual basis, after the conclusion of the authorisation to practise process. In some cases, barristers will have ceased to practise as self-employed barristers by the time the audit is conducted.
 - 4.4.2 The BSB notifying BMIF, on a weekly basis, which barristers have ceased to practise as self-employed barristers, so that their PII can be cancelled or modified (as appropriate), when requested.
 - 4.4.3 BMIF notifying the BSB of any late payment or non-payment of sums owed by any individual barrister or entity. The BSB uses the information gleaned from the audit and from late or non-payment information to follow up with barristers concerned where it appears the required PII is not in place.
 - 4.4.4 BSB providing BMIF on an annual basis with a list of chambers and their membership (CRM) numbers. The list is to include sole practitioners. This will be used to check BMIF's information on chambers matches that of the BSB.
- 4.5 The Parties shall not Process Shared Personal Data in a way that is incompatible with the purposes described in this Clause 4 of this DSA ("Agreed Purposes").
- 4.6 In the event of a conflict between the provisions of this DSA and the MoU in relation to compliance with Data Protection Law, the provisions of the DSA shall prevail.

5 SINGLE POINT OF CONTACT

- 5.1 Each Party shall appoint a single point of contact ("**SPoC**") who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative, which may include:
 - 5.1.1 the provision of joint training to staff where relevant;
 - 5.1.2 determining procedures to be followed in the event of a Personal Data Breach; and

5.1.3 the regular review of the Parties' compliance with the Data Protection Law and the effectiveness of this DSA in accordance with Clause 17.1 of this DSA.

5.2 The points of contact for each of the Parties are:

Bar Council Hilary Pook, Data Protection Officer, The Bar Council, 289-293 High Holborn, London WC1V 7HZ

Privacy@BarCouncil.org.uk

BMIF Nick Seddon, Risk and Compliance Officer, Bar Mutual Indemnity Fund Ltd, 90 Fenchurch Street, London, EC3M 4ST

n.seddon@thomasmiller.com

6 SHARED PERSONAL DATA

6.1 In relation to paragraphs 4.2 and 4.4, Shared Personal Data shall be limited to the following types of Personal Data relevant to the following categories of Data Subject:

6.1.1 Barrister's Name

6.1.2 Bar Member number

6.1.3 Practising status

6.1.4 Practising status detail (whether tenant, sole practitioner, third six pupil, retired etc)

6.1.5 If unregistering, the date this is effective from

6.1.6 Where practising from (Chambers, etc)

6.1.7 Details of late payments/non payment

6.2 Shared Personal Data shall include the following types of Special Categories of Personal Data relevant to the following categories of Data Subject:

6.2.1 It is possible that some Barristers' health data may be shared in explaining a reason for becoming unregistered or providing a change of name.

6.3 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

7 LAWFUL BASES FOR SHARING

7.1 The sharing of the Shared Personal Data between the Parties will be carried out on the following lawful bases ("**Lawful Bases for Sharing**"):

7.1.1 BSB's lawful bases:

(a) Personal Data:

(i) Article 6(1)(e) UK GDPR processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority.

(b) Special Categories of Personal Data:

(i) Article 9(2)(g) UK GDPR processing is necessary for reasons of substantial public interest.

7.1.2 BMIF's lawful bases:

(a) Personal Data:

(i) Article 6(1)(f) UK GDPR: processing is necessary for the purpose of a legitimate interest pursued by BMIF.

(b) Special Categories of Personal Data:

(i) Article 9(2)(b) processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or the data subject in the field of employment and social security and social protection law.

7.2 Each Party will ensure that it only further Processes the Shared Personal Data fairly and lawfully and that it has legitimate grounds under the Data Protection Law for the Processing of Shared Personal Data.

8 COMPLIANCE WITH THE DATA PROTECTION LAW

8.1 Each Party shall comply with all the obligations imposed on a Controller under the Data Protection Law.

8.2 Any Party sharing Shared Personal Data warrants and undertakes that it is entitled to provide the Shared Personal Data to the recipient party and will ensure that the Shared Personal Data are accurate.

9 LAWFUL, FAIR AND TRANSPARENT PROCESSING

9.1 Each Party shall ensure that:

9.1.1 it Processes the Shared Personal Data fairly and lawfully during the term of this DSA;

9.1.2 it only shares the Shared Personal Data with the other Party on the Lawful Bases for Sharing; and

9.1.3 it only further Processes the Shared Personal Data on one or more of the legal bases set out in the Data Protection Law.

9.2 Each Party shall ensure that it provides clear and sufficient information to Data Subjects, in respect of the Shared Personal Data, in accordance with the Data Protection Law, of the purposes for which it will Process their Personal Data, the legal basis for Processing their Personal Data and such other information as is required by Articles 13 and 14 of the UK GDPR.

9.3 Where appropriate, each Party shall ensure that it has all necessary consents in place to enable lawful transfer of the Shared Personal Data for the Agreed Purposes.

10 DATA QUALITY

10.1 Each Party shall ensure that before the Commencement Date, Shared Personal Data are accurate, and it will update the same if required prior to transferring the Shared Personal Data.

10.2 In the event that either Party becomes aware of any changes to the Shared Personal Data, or aware or suspects that any of the Shared Personal Data contains inaccuracies, it shall notify the other Party without undue delay.

11 DATA SUBJECTS' RIGHTS

- 11.1 The Parties agree that they will each be separately responsible for responding to requests from Data Subjects in respect of the Shared Personal Data under this DSA.
- 11.2 The Parties each agree to provide such assistance as is reasonably required to enable the other Party to comply with requests from Data Subjects to exercise their rights under the Data Protection Law within the time limits imposed by the Data Protection Law.
- 11.3 The SPoC for each Party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The SPoC for each Party are detailed in Clause 5.

12 DATA SECURITY

- 12.1 The Parties undertake to have in place throughout the term of the DSA Appropriate Technical and Organisational Measures (to comply with the obligations under Article 32 of the UK GDPR) to prevent unauthorised or unlawful Processing of the Shared Personal Data and the accidental loss or destruction of, or damage to, the Shared Personal Data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected.
- 12.2 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and Process the Shared Personal Data in accordance with the Appropriate Technical and Organisational Measures noted in Clause 12.1 of this DSA together with any other applicable national guidance and have entered into confidentiality agreements relating to the Processing of Personal Data.
- 12.3 The level, content and regularity of training referred to in Clause 12.2 of this DSA shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and Processing of the Shared Personal Data.

13 DATA RETENTION AND DELETION

- 13.1 All Shared Personal Data must be stored appropriately by each Party in accordance with that Party's data storage and retention policies and procedures. No Personal Data should be stored by personnel on their own personal computer systems.
- 13.2 Each Party shall ensure that once Shared Personal Data is no longer required and relevant retention periods have expired, Personal Data is securely and permanently deleted in accordance with that Party's retention and disposal policies or returned to the originating party as appropriate.

14 DATA TRANSFERS

- 14.1 For the purposes of this Clause, transfers of Personal Data shall mean any sharing of Personal Data with a third party, and shall include, but is not limited to, the following:
 - 14.1.1 subcontracting the Processing of Shared Personal Data to a Processor; and
 - 14.1.2 granting a third-party Controller access to the Shared Personal Data.
- 14.2 If a Party appoints a third-party Processor to Process the Shared Personal Data it shall comply with Article 28 and Article 30 of the UK GDPR.

- 14.3 If a Party grants a third party Controller access to the Shared Personal Data, it shall comply with Article 26 of the UK GDPR (in the event the third party is a Joint Controller) and shall comply with the Commissioner's Data Sharing Code of Practice (as may be updated from time to time).
- 14.4 The Parties shall not transfer any Shared Personal Data outside the UK unless the transferor:
- 14.4.1 complies with the provisions of Article 26 of the UK GDPR (in the event the third party is a Joint Controller); and
 - 14.4.2 ensures that: (i) the transfer is to a country providing adequate protection pursuant to Article 45 of the UK GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or (iii) where neither (i) nor (ii) is applicable or appropriate, one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.

15 PERSONAL DATA BREACHES

- 15.1 Each Party shall comply with its obligation to report a Personal Data Breach to the Commissioner under Article 33 of the UK GDPR and (where applicable) Data Subjects under Article 34 of the UK GDPR and shall each, promptly (and in any event within twenty-four (24) hours) inform the SPoC of the other Party, where the other party is likely to be affected by the Personal Data Breach, irrespective of whether there is a requirement to notify the Commissioner or Data Subjects.
- 15.2 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

16 RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE COMMISSIONER

- 16.1 In the event of a dispute or claim brought by a Data Subject or the Commissioner concerning the Processing of Shared Personal Data against one or a number of the Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

17 REVIEW AND TERMINATION OF THIS DSA

- 17.1 The Parties shall review the effectiveness of this DSA every twelve (12) months, having consideration to the Agreed Purposes and shall continue, amend or terminate this DSA depending on the outcome of this review. This review will involve:
- 17.1.1 assessing whether the purposes for which the Shared Personal Data is being Processed are still those listed in Clause 4 of this DSA;
 - 17.1.2 assessing whether the Shared Personal Data is still as listed in Clause 6 of this DSA;
 - 17.1.3 assessing whether the legal framework governing data quality, retention, and Data Subjects' rights are being complied with;
 - 17.1.4 assessing whether Personal Data Breaches involving the Shared Personal Data have been handled in accordance with this DSA and the Data Protection Law; and
 - 17.1.5 assessing whether this DSA needs to be updated to comply with any amendments to the Data Protection Law.
- 17.2 This agreement will remain in force until terminated by either the BSB or BMIF. See clauses 22 and 24 of the associated Memorandum of Understanding.
- 17.3 Any material breach of the Data Protection Law by one Party shall, if not remedied within 30 days of written notice from the other Party, give grounds to the other Party to terminate this DSA with immediate effect.

- 17.4 Termination of this DSA shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this DSA which existed at or before the date of termination or expiry. Any provision of this DSA that expressly or by implication is intended to come into or continue in force on or after termination of this DSA shall remain in full force and effect.

18 INDEMNITY

- 18.1 Each Party shall indemnify the other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this DSA, except to the extent that any such liability is excluded under Clause 20, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

19 ALLOCATION OF COST

- 19.1 Each Party shall perform its obligations under this DSA at its own cost.

20 LIMITATION OF LIABILITY

- 20.1 No Party shall be liable to the other Parties, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this DSA.
- 20.2 Each of the Parties shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this DSA.
- 20.3 Notwithstanding any other provision of this DSA none of the Parties limits or excludes its liability for:
- 20.3.1 fraud or fraudulent misrepresentation;
 - 20.3.2 death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
 - 20.3.3 breach of any obligation as to title implied by statute; or
 - 20.3.4 any other liability for which may not be limited under any applicable law.
- 20.4 Nothing in this DSA shall relieve any of the Parties from their own direct responsibilities and liabilities under the Data Protection Law.

21 FORCE MAJEURE

- 21.1 Provided it has complied with its disaster recovery and backup policies and procedures and Clause 22.2, to the extent a Party is prevented, hindered or delayed in or from performing any of its obligations under this DSA by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this DSA or otherwise liable for any such failure or delay in the performance of such obligations. The Affected Party shall be entitled to a reasonable extension of the time for performing such obligations.
- 21.2 The Affected Party shall:
- 21.2.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Parties in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this DSA;

- 21.2.2 use all commercially reasonable efforts to mitigate the effect of the Force Majeure Event on the performance of its obligations; and
- 21.2.3 resume the performance of its obligations as soon as reasonably practicable after the removal of the Force Majeure Event.

22 NOTICE

- 22.1 Any notice given to a Party under or in connection with this DSA shall be in writing, addressed to the SPoCs set out in Clause 5 and shall be:
 - 22.1.1 delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 22.1.2 sent by email.
- 22.2 Any notice shall be deemed to have been received:
 - 22.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 22.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00am on the second Working Day after posting; or
 - 22.2.3 if sent by email, at the time of transmission, or if this time falls outside working hours (9.00am to 5.00pm Monday to Friday on a Working Day), the next Working Day, so long as it is sent to the correct email address without any error message or automatic out of office response.
- 22.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23 ENTIRE AGREEMENT

- 23.1 This DSA constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 23.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this DSA. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

24 THIRD PARTY RIGHTS

- 24.1 A person who is not a party to this DSA shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this DSA. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the Parties to terminate, rescind or vary this DSA are not subject to the consent of any other person.

25 VARIATION

- 25.1 No variation of this DSA (including the MoU) shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

26 SEVERANCE

- 26.1 If any provision or part-provision of this DSA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this DSA.

27 GOVERNING LAW AND JURISDICTION

- 27.1 This DSA and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.
- 27.2 The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this DSA or its subject matter or formation (including non-contractual disputes or claims).

28 COUNTERPARTS

- 28.1 This DSA may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this DSA (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this DSA.

Signed for and on behalf of **the Bar Standards Board**

Signature



Name Ewen MacLeod

Role Director of Strategy, Policy and Insights

Date 25 April 2025

Signed for and on behalf of BMIF

Signature



Name Ahmed Salim

Role CEO

Date 1 May 2025