



Solicitors
Regulation
Authority

Operational Protocol for the Sharing and Disclosure of Information

between

Bar Standards Board

and

Solicitors Regulation Authority

PURPOSE

1. The Bar Standards Board (“BSB”) and the Solicitors Regulation Authority (“SRA”) have in place a Memorandum of Understanding (“MoU”) dated the 19 October 2015 to provide a framework for co-operation, co-ordination and the sharing of information between the BSB and the SRA (“the Parties”).
2. The Parties agreed in the MoU that it would be complemented and supported by written operational procedures (“the Protocol”) to foster an effective and co-operative working relationship between the Parties.
3. The Protocol provides for the sharing and disclosure of information for regulatory and / or redress purposes and includes detailed provisions for information governance, security and practical exchange.
4. The Protocol should be read in conjunction with the MoU and encompasses its statutory and regulatory considerations and guiding principles.

DEFINITIONS

“**Bar Standards Board (BSB)**” means the independent regulatory body of the Bar Council of England and Wales.

“**Information sharing**” means the transfer of information from one party to the other via electronic means, in paper records, or verbally and can include the sharing of both personalised and depersonalised information as well as non-personal information;

“**Member**” means a person who is entitled to carry on the practice of that profession and, in practising it, is subject to rules of the SRA or the BSB. The term includes those who are qualified to practise but do not hold current practising certificates.

“**Parties**” means the SRA and the BSB.

“**Regulated bodies**” means chambers, authorised bodies, including alternative business structures, applicant entities and licensable bodies.

“**Regulated person**” means a barrister, solicitor, Registered European Lawyer, Registered Foreign Lawyer, a manager, role holder, owner, interest holder or employee of an authorised body (including a former manager or employee).

“**Applicant**” means a person in the course of an application to be a member, trainee, solicitor, Registered European lawyer, Registered Foreign Lawyer, interest holder, owner, role holder.

“**Solicitors Regulation Authority (SRA)**” means the independent regulatory body of the Law Society of England and Wales.

“Authorised training provider” means an organisation authorised by the SRA to train trainee solicitors or authorised by the BSB to train pupil barristers.

REVIEW AND REPORTING

5. The Parties will monitor the operation of the Protocol and formally review it every two years. Regular meetings to discuss any issues arising will be held as necessary through the year to monitor its effectiveness.
6. The purpose of these meetings is to:
 - a) Provide feedback on the quality of the sharing and disclosure of information;
 - b) Review the effectiveness of processes in place to support the sharing and disclosure of information;
 - c) Discuss issues of wider concern that may impact on how the Parties operate together;
 - d) Alert each other to and discuss emerging trends, issues, risks or other activities that may be of interest;
 - e) Discuss any other issues of concern to either of the Parties.

INFORMATION GOVERNANCE AND SECURITY

7. The Parties agree that where information is shared and disclosed its use is restricted to regulatory purposes unless onward disclosure to other agencies is necessary and lawful.
8. The Parties agree to share information using secure email. All information retained will be stored in a secure manner for as long as may be required for regulatory purposes and / or in accordance with the Parties document retention policies.
9. Where there is a need to make a public statement about the exchange of information, e.g. as a result of a press enquiry, where possible the Parties agree to liaise with each other before finalising the individual statements each party will make.

INFORMATION SHARING

10. The Parties agree to identify points of contact in their respective organisations to facilitate the sharing and disclosure of information.

11. All initial contact between the Parties will be channelled through these designated points of contact which, as of the date of this Protocol, are as follows:
 - a. BSB – Assessment Team Manager -
AssessmentComplaints@BarstandardsBoard.org.uk
Supervision Manager - Supervision@BarstandardsBoard.org.uk;
 - b. SRA – Ann Marie Keeling, Senior Legal Consultant, General Counsel
Directorate at Ann.Keeling@sra.org.uk
Heather Gelder, Intelligence Manager of SRA Fraud and Confidential
Intelligence Bureau at Heather.Gelder@sra.org.uk
12. Any problems or concerns about the operation of this Protocol should be channelled via the designated individuals who will seek to resolve the matters. In the event that the issues cannot be resolved, the matters will be escalated via the relevant line management chain of each party.

INFORMATION TO BE SHARED

13. Where lawful the Parties will exchange information to the extent permitted by law and in a timely fashion to permit each other to use it to promote the regulatory objectives in the public interest.
14. In all cases, the party receiving the information will assess it according to their own internal procedures and determine the appropriate course of action against the body or person regulated by it.
15. The information the Parties agree to share and disclose includes but is not limited to:
 - a) Information about investigations, disciplinary proceedings, interventions or other actions taken against a person or body by one party which may be relevant to the functions of the other.
 - b) Information and intelligence held by either party which gives rise to concerns or potential concerns about a person or body regulated by the other party. This may include information about fraud, dishonesty, misconduct, criminal or any other activity that might cast doubt on the fitness to practice of a person or body;
 - c) Information or intelligence held by either party which indicates that there may be a failure of a regulated body's systems and controls.

- d) Information arising from visits to, or any other contact with, persons or bodies regulated by one party that gives rise to concerns or potential concerns about a person or body regulated by the other party.
 - e) Information about any specific or emergent trends or risks that the Parties wish to highlight and / or discuss and which may lead to joint broader or themed reviews.
 - f) Any information either party considers may be relevant to the other party's supervisory and / or regulatory functions.
 - g) Any other information, intelligence or areas of concerns either generally or in relation to persons or bodies that may require regulatory intervention.
 - h) Any other information which may be deemed to represent a threat to the public interest.
16. The Parties agree that they will notify each other when a person or body regulated by one applies to transfer its regulation to the other and share any relevant information.
17. As relevant, the information provided by one party to the other will include but is not limited to:
- a. Information about the person or body, including contact details;
 - b. Reasons for sharing or disclosing the information, including details of actions taken and / or proposed and copies of relevant documents.
 - c. Confirmation whether agreeable to further / limited disclosure.

Resolution of Regulatory Conflicts

18. Where there is a complaint about an individual who is dual qualified the party to take action will be dependent upon the capacity in which the individual was purporting to rely at the time of the alleged misconduct and that where this is unclear the Parties will agree which regulator is best to take action in all the circumstances
19. The Parties recognise that instances may arise where both Parties have an interest in regulating the body and / or the person. Where this becomes apparent, to the extent permitted by law and having regard to their respective powers, expertise and resources, the Parties will liaise with each other in a timely fashion in order to agree the best approach and ensure that both has the opportunity to provide input in advance of decisions being made.

20. Where there is a conflict in requirements, the rules of the regulator of the regulated body will prevail.

TRAINING AND GUIDANCE

21. The Parties agree to provide any necessary training and updates, free of charge, to assist with developing a mutual understanding of each other's functions and processes.”

PUBLICATION

22. The Protocol is a public document and the Parties may publish it as they see fit.

SIGNATORIES

For BSB:

Name: Oliver Hanmer
Capacity: Director of Supervision
Date: 4 February 2016

For SRA:

Name: Carole Westrop
Capacity: Head of Legal Policy, General Counsel Directorate
Date: 4 February 2016