

Memorandum of Understanding

between

The Serious Fraud Office (SFO)

and

**Solicitors Regulation Authority
(SRA)**

Introduction

1. The Serious Fraud Office (SFO) and the Solicitors Regulation Authority (SRA) ('the parties') are committed to working together to achieve the appropriate public interest outcomes in the investigation and prosecution of fraud and corruption offences and the regulation of legal services. In support of that aim, this Memorandum of Understanding (MoU) sets out a framework for effective liaison and communications between the SFO and the SRA.
2. The aims of this MoU include:
 - a) To assist both parties in their investigation and respective supervision of work in the public interest so far as such assistance is lawful; and
 - b) To provide a framework for the lawful disclosure of information between the SFO and the SRA.
3. The SFO and the SRA recognise and respect their differing statutory duties, operational priorities and constraints and requirements.

Legal status and effect

4. Nothing in this MoU shall, or is intended to:
 - a) create any legal or procedural right or obligation which is enforceable by either of the parties against the other; or
 - b) create any legal or procedural right or obligation which is enforceable by any third party against either of the parties, or against any other third party; or
 - c) prevent either of the parties from complying with any law which applies to them; or
 - d) fetter or restrict in any way whatsoever the exercise of any discretion which the law requires or allows the parties to exercise; or
 - e) create any legitimate expectation on the part of any person that either of the parties to this Memorandum of Understanding will do any act (either at all, or in any particular way, or at any particular time), or will refrain from doing any act.

Nevertheless, the parties are genuinely committed to pursuing the aims and purposes of this MOU in good faith, and intend to act in accordance with its terms on a voluntary basis.

Roles, responsibilities and powers

5. The SRA is the independent regulatory body established by the Law Society for the regulation of legal services by law firms and solicitors in England & Wales. The SRA's

powers arise from various statutes and regulations including the Solicitors Act 1974, the Administration of Justice Act 1985, the Courts and Legal Services Act 1990, the Legal Services Act 2007 and the SRA's Handbook: <http://www.sra.org.uk/solicitors/handbook/welcome.page> In some cases, those holding judicial office are also regulated by the SRA.

6. The SRA has statutory and rule-based powers to require the production of documents or information, such as section 44B of the Solicitors Act 1974 and section 93 of the Legal Services Act 2007.
7. The SRA may inspect material that is subject to a law firm's client's LPP or confidentiality but may only use such material for its regulatory purposes. The SRA also protects the LPP and confidentiality of clients. LPP material will not be disclosed by the SRA to any other person other than where necessary for its regulatory purposes. Material that is not subject to LPP may be disclosable in the public interest, in the absolute discretion of the SRA, including material comprising communications in furtherance of a crime or fraud.
8. The SRA may seek information from the SFO by voluntary agreement or pursuant to section 44BB of the Solicitors Act 1974 (or any analogous or replacement power).
9. The SFO is a non-ministerial government department established by the Criminal Justice Act 1987 and its functions and powers are provided primarily, but not exclusively, by that Act. In particular: section 1(3)-(5) provides that the SFO may investigate and prosecute cases of 'serious or complex fraud' (a term which also encompasses serious or complex offences of bribery or corruption); the SFO's principal investigatory powers are provided by section 2 (the power to compel the production of information and documents and the power to obtain a search warrant, which powers may also be relied on for the purposes of a pre-investigation into certain types of suspected bribery or corruption offences); and the SFO's principal gateway for the voluntary disclosure of information is provided by section 3(5). The SFO operates under the direction of the Director who discharges his functions under the superintendence of the Attorney General.
10. The SFO may obtain information from the SRA by voluntary agreement or by compelling information from the SRA by using its power derived from section 2(3) of the Criminal Justice Act 1987 (or any analogous or replacement power) subject to section 2(9) on the basis that the SRA cannot be compelled to disclose LPP material.
11. The SFO may disclose information to the SRA pursuant to section 3(5)(b) of the Criminal Justice Act 1987.

Information sharing

12. Where it is lawful and in the public interest to do so, the parties agree to disclose information to the other:

- a) To enable the assessment of risk to the public such as to:
 - i. Minimise the risk of financial default;
 - ii. Minimise the risk of fraud or other criminality; and
 - iii. Identify the risk of financial failure.
- b) So that alleged criminality, misconduct, breach of the SRA Principles, Standards and Regulations or other failures are properly investigated and decided upon;
- c) To enable the proper processing of claims or applications for redress or compensation of any description; and
- d) For the purposes of regulatory, disciplinary or other legal proceedings, whether in public or not;

provided that the recipient is reasonably considered able to take regulatory or other proper action upon the information.

13. The recipient of information received from the other party will;

- a) Comply at all times with the General Data Protection Regulation (GDPR) and as later saved by the EU Withdrawal Bill, the Data Protection Act 2018, any relevant codes or conduct or certifications along with any related or analogous legislation;
- b) Keep the information secure;
- c) Use the information only for proper purposes, such as regulatory, disciplinary or other legal investigations or proceedings; and
- d) Liaise or co-operate where appropriate to avoid action that prejudices or may prejudice an investigation by another party or person.

14. Proper purposes may also include further lawful disclosure of the information such as to persons under investigation, witnesses, legal advisors, other regulators, professional bodies, prosecuting bodies and law enforcement agencies including HM Revenue and Customs and the National Crime Agency (or any body which in the future carries out the functions of these bodies).

15. The parties agree to ensure that disclosures to the other party are lawful.

16. The disclosing party also agrees to notify the recipient of:

- a) Any restrictions on the use to which the information can be put, and

- b) Any restrictions which apply to the onward disclosure of the information, and
- c) In the absence of such notification, the receiving party will assume that there are no further restrictions except those that apply as a matter of law.

Practical exchange of information

- 17. All information to be provided to the SRA should be passed via the nominated Single Point Of Contact (SPOC). The nominated SPOC for the SRA is Christopher Hall, Intelligence Team Leader of the Intelligence Unit. Contact details: intel@sra.org.uk / 0121 329 6827
- 18. The SFO Intelligence Unit's role includes the lawful facilitation of intelligence and information sharing with other bodies. The nominated SPOC for the SFO is Marc Brown, Head of Intelligence. Contact details: Intelunit@sfo.gov.uk / +44 (0)20 7239 7272

Additional assistance

- 19. Either party may request additional co-operation in sharing subject-matter expertise, supplying witness statements, expert advice or oral evidence for use or potential use in court or tribunal proceedings. Such requests shall be given due consideration.

Security and assurance

- 20. The parties agree to:
 - a) Only use the data for the purposes for which they have received it;
 - b) Store data securely
 - c) Ensure that only people who have a genuine business need to see the data will have access to it;
 - d) Report data losses or wrongful disclosure to the SPOCs;
 - e) Only hold data for as long as necessary;
 - f) Destroy data in line with retention policies;
 - g) Provide assurance that they have complied with these principles, upon request.

Freedom of information requests

- 21. If a Freedom of Information request is received by one party in relation to information provided by another party then the receiving party agrees to inform the other party and to invite representations on the potential impact of disclosure.

22. Both parties acknowledge that the SRA is not subject to the provisions of the Freedom of Information Act 2000 (FOIA), however, as a transparent regulator the SRA applies its own SRA Transparency Code in a similar way to the FOIA.

Costs/charges

23. No charges will be made

Resolving issues

24. Issues and problems that arise between the two will be resolved through discussion by the SPOCs, with escalation to more senior managers where necessary.

Reporting and review arrangements

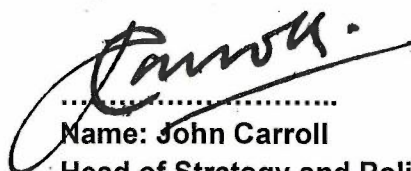
25. This MoU will remain in force until terminated by either party. The parties will use their best endeavours to review its operation every three years.

26. Any changes to this MoU may be agreed in writing.

Transparency

27. This MoU is a public document and the parties may publish it as they separately see fit.

Signatories



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Name: John Carroll
Head of Strategy and Policy
Strategy and Policy Division

for SFO

Date 20. III. 2019
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Name: Carol Westrop
Head of Legal Policy
General Council and Case Direction Directorate

for SRA

Date 21 March 2019
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