

**NOT PROTECTIVELY MARKED**

**Memorandum of Understanding**

**between**

**The Association of Chief Police Officers of England and Wales**

**and**

**Solicitors Regulation Authority (SRA)**

## Introduction

1. The Association of Chief Police Officers of England and Wales (ACPO) 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 criminal offences and the regulation of legal services. In support of that aim, this memorandum of understanding ("Memorandum") sets out the framework for effective liaison and communications between ACPO and the SRA.
2. The aims of this Memorandum include:
  - a. To assist both parties in their investigation or supervision work in the public interest so far as such assistance is lawful;
  - b. To provide a framework for the lawful flow of information between the SRA and ACPO.
3. ACPO and the SRA recognise and respect their differing statutory duties, operational priorities and constraints, and confidentiality requirements. However, in the public interest they commit themselves to professional co-operation in preventing or taking action in relation to dishonesty, default and/or criminal acts involving law firms or solicitors including those involved.

## Legal status and effect

4. Nothing in this Memorandum of Understanding 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 Memorandum in good faith, and intend to act in accordance with its terms on a voluntary basis.

## Roles and responsibilities

5. The Association of Chief Police Officers (ACPO) 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 and development of the police service in England, Wales and Northern Ireland. In times of national need, ACPO, on behalf of all chief officers, coordinates the strategic policing response.
6. 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 and 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>
7. 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.
8. The SRA may inspect material that is subject to a law firm's client's legal professional privilege (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 crime or fraud.

## Information sharing

9. 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, 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.

10. The recipient of information received from the other party will:
  - a. comply at all times with the Data Protection Act 1998 and any related or analogous legislation;
  - b. keep the information secure;
  - c. use the information only for proper purposes, such as regulatory, disciplinary, contractual 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.
11. Proper purposes may also include further lawful disclosure of the information such as to persons under investigation, witnesses, legal advisers, other regulators, professional bodies, prosecuting bodies, and law enforcement agencies including HM Revenue and Customs and the Serious Organised Crime Agency (or any body that in future carries out the functions of such bodies).
12. The parties agree to ensure that disclosures to the other party are lawful.
13. 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

In the absence of such notification, the receiving party may assume that there are no such restrictions (in addition to any restrictions that apply as a matter of law).

#### **Practical exchange of information**

14. The SRA has a Fraud and Confidential Intelligence Bureau (FCIB), whose role includes the lawful facilitation of intelligence and information sharing with other bodies.
15. ACPO may seek a Production Order from the court to examine a client file held by the SRA under the provisions of the Police and Criminal Evidence Act 1984 or other statutory authority. Such an Order does not override material or information protected by legal professional privilege.
16. The SRA may seek information from ACPO pursuant to section 44BB of the Solicitors Act 1974 or any analogous or replacement power.
17. All information exchanged between the parties should be passed via the nominated Single Point of Contact (SPOC). The nominated SPOC for ACPO is XXXX of the XXXX. The nominated SPOC for the SRA is XXXX of the FCIB.

### **Additional assistance**

18. Either of the parties may request additional co-operation in the following areas, and such requests shall be given due consideration;
- a. sharing subject-matter expertise;
  - b. supplying witness statements, expert advice or oral evidence for use or potential use in court or tribunal proceedings

### **Security and assurance**

19. 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 that data will have access to it;
  - d. report data losses or wrongful disclosure to the SPOCs.
  - e. only hold it while there is a business need to keep it;
  - f. destroy it in line with applicable guidelines;
  - g. provide assurance that they have complied with these principles, upon request.

### **Data Protection Act 1998 (DPA) and Human Rights Act 1998 (HRA)**

20. Both parties undertake to comply with the requirements of the DPA and the HRA in the operation of this agreement.

### **Freedom of Information (Fol) Act 2000**

21. If a Fol request is received in relation to the other party's information then the receiving party will inform the other party and invite representations on the potential impact of disclosure.

### **Costs/charges**

22. No charges will be made.

### **Resolving issues**

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

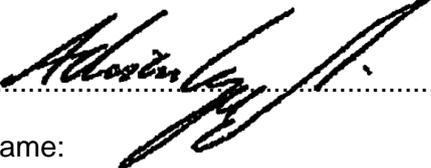
### Reporting and review arrangements

24. This Memorandum will remain in force until terminated by either party. The parties will use their best endeavours to review its operation every two years.
25. Any changes to this Memorandum may be agreed in writing.

### Transparency

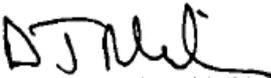
26. This Memorandum is a public document and the parties may publish it as they separately see fit.

### Signatories

  
..... for ACPO Date 30/08/2013

Name:

Description:

  
..... for the SRA Date 24/10/2013

Name: David Middleton

Description: Executive Director