



**Statement of Intent**

**between**

**the Solicitors Regulation Authority**

**and the Lithuanian Bar Association**

## Roles and responsibilities

1. The Solicitors Regulation Authority (SRA) is the independent regulatory body established by the Law Society of England and Wales 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 and the Legal Services Act 2007. The SRA is committed to serve the public interest and protect consumers of legal services by working to achieve the appropriate public interest outcomes in the prevention, detection, investigation and prosecution of dishonesty and serious misconduct in the community regulated by the SRA.
2. The Lithuanian Bar Association (LBA) is the only body in Lithuania representing all the lawyers (*advokatas*) and assistant lawyers (*advokato padėjėjas*), accepting candidates to the Bar and performing self-governance, regulatory and supervisory functions of the profession of lawyer. The Bar began functioning on 3 December 1918 after the Re-establishment of the State of Lithuania on 16 February 1918. After the Restoration of Independence on 11 March 1990, on 16 September 1992 the Law on the Bar was adopted, followed by the recast on 25 June 1998 and 18 March 2004. The Code of Professional Conduct for Advocates was adopted on 21 May 1999 and the new Code of Ethics for Advocates adopted on 15 April 2016. The LBA ensures the implementation of constitutional principles of the right to defense and access to justice. A multi-tier compliance system is established in the LBA to ensure the procedure to prevent and investigate professional misconduct according to the rules on disciplinary procedure.

## Legal provisions relating to the transfer of information

3. Following the withdrawal of the United Kingdom (UK) from the European Union (EU) on IP completion (as defined in the [European Union \(Withdrawal\) Act 2018](#)) (the Act), [Regulation 2016/679](#) (the GDPR) will no longer bind the UK after IP completion day.
4. The [Data Protection Act 2018](#) (DPA) was brought into force at the same time as the GDPR to ensure that the GDPR had effect in the UK and to supplement its provisions where appropriate. The DPA will continue in force in the UK. The UK Government has written the provisions of the GDPR into UK law by amending section 22 of the DPA to maintain an equivalent level of data protection (the UK GDPR). The [Data Protection, Privacy and Electronic Communications \(Amendments etc\) \(EU Exit\) Regulations 2019](#) (SI 2019/419) which do this come into force on IP completion day (the Exit Regulations).
5. The UK will seek an adequacy decision from the European Commission under Article 45 of the GDPR. The UK Government has stated that transfers of data from the UK to EEA countries will be permitted pursuant to adequacy decisions made under the Exit Regulations confirming the adequacy of data protection in these countries.
6. Article 49(1)(d) of the GDPR permits the periodic transfer of personal data to a non-EU country in specified situations which includes where the transfer is necessary for reasons of public interest, if that public interest is recognised in the law of the Member State of the data controller.
7. In accordance with Article 23 of the GDPR, section 15 of the DPA makes provision for derogations of the relevant restrictions in the GDPR permitting transfer of personal data in the public interest. Paragraph 7 of Part 2 of Schedule 2 of the GDPR recognises the public interest of the function of protecting members of the public against dishonesty, malpractice, other seriously improper conduct, unfitness or incompetence if the function is exercised by a person with statutory authority, or is of a public nature and exercised in the public interest.
8. The SRA being a body that exercises such functions in this way pursuant to statutory authority and in the public interest is such a body. Accordingly, as a matter of both UK and

EU law the SRA is permitted to transfer data in appropriate circumstances pursuant to the Article 49(1)(d) derogation.

## **Aims of this statement**

9. Following the withdrawal of the UK from the EU the LBA and the SRA (the Parties), recognising the need for mutual co-operation between them as a means for maintaining their effectiveness in administering and enforcing the laws and the disciplinary and regulatory framework for legal professionals and the businesses of their respective jurisdictions, have set out below the Parties' intent with regard to cooperation, including the exchange of information for the purpose of their respective functions.
10. The Parties recognise the importance of the protection of personal data and of having robust data protection regimes in place. The Parties acknowledge that they may only provide information to each other if permitted or not prevented under applicable laws, regulations and other requirements. The Parties will transfer information in appropriate circumstances under the derogation provided by article 49(1)(d) of the GDPR.
11. The Parties recognise and respect their differing duties, operational priorities and constraints, and confidentiality requirements. However, they commit themselves to professional co-operation including the sharing of information to enable the performance of their functions in preventing or taking action in relation to dishonesty, serious misconduct, unfitness or incompetence involving legal professionals and their businesses that they regulate.
12. The aims of this statement of intent include:
  - to assist the Parties in the performance of their duties in the public interest of authorisation, supervision and regulation of legal professionals in their respective jurisdictions; and
  - to provide a framework for the lawful flow of information between the Parties.

## **Legal status and effect**

13. Nothing in this Statement of Intent shall, or is intended to:
  - create any legal or procedural right or obligation which is enforceable by either of the Parties against the other; or
  - 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
  - prevent either of the Parties from complying with any law which applies to them; or
  - fetter or restrict in any way whatsoever the exercise of any discretion which the law requires or allows the Parties to exercise; or
  - create any legitimate expectation on the part of any person that either of the Parties 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 Statement of Intent in good faith, and intend to act in accordance with its terms on a voluntary basis.

## **Information sharing**

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

- to enable the assessment of risk to the public so that alleged criminality, misconduct, breach of the Parties' rules of professional conduct, or other failures are properly investigated and decided upon;
- to enable the proper processing of claims or applications for redress or compensation of any description;
- for the purposes of regulatory, disciplinary or other legal proceedings, whether in public or not; and
- to enable the processing of applications for authorisation or recognition of individuals or law firms,

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

15. The Party transferring information will ensure that the transfer of the information is lawful, will only transfer information that is relevant, accurate and necessary for the purposes for which it is transferred, and will notify subject individuals as required.
16. The recipient of information received from the other Party will:
  - comply at all times with Data Protection Laws and any related or analogous legislation;
  - keep the information secure;
  - use the information only for proper purposes, such as authorisation, regulatory, disciplinary or other legal investigations or proceedings; and
  - liaise or co-operate where appropriate to avoid action that prejudices or may prejudice an investigation by another party or person.
17. 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.
18. The disclosing Party also agrees to notify the recipient of:
  - any restrictions on the use to which the information can be put; and
  - 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**

19. Where a request for information is made, a brief statement of the underlying facts justifying the request should be provided which demonstrates that the request is reasonable and proportionate, and enables the sender to identify whether the recipient can be reasonably considered able to take regulatory or other proper action upon the information.
20. All information exchanged between the Parties should be passed via nominated single points of contact (SPOC). Nominated SPOCs are detailed in Appendix A.

### **Security and assurance**

21. All information exchanged by the Parties will be subjected to strict controls and safeguards to ensure that the information is used only in an authorised matter and is treated in a confidential manner.
22. The Parties agree to:
  - only use the data for the purposes for which they have received it;
  - store data securely;
  - ensure that only people who have a genuine business need to see that data will have access to it;
  - report data losses or wrongful disclosure to the SPOCs;
  - only hold it while there is a business need to keep it;
  - destroy it in line with applicable guidelines; and
  - provide assurance that they have complied with these principles, upon request.

### **Charges**

23. No charges will be made in relation to the exchange of information between the Parties.

### **Publicity**

24. This Statement of Intent is a public document and may be published as each Party separately sees fit.

**Signed this 4 September 2020**

**Lithuanian Bar Association**

**prof. dr. Ignas Végélé  
Chairman of the Bar Council  
Lithuanian Bar Association**

A handwritten signature in blue ink that reads "Ignas Végélé" with a long horizontal stroke extending to the right.

**Solicitors Regulation Authority**

A handwritten signature in black ink that reads "Paul Philip" in a cursive style.

**Paul Philip  
Chief Executive  
Solicitors Regulation Authority**

## Appendix A - SINGLE POINTS OF CONTACT (SPOC)

### Solicitors Regulation Authority

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### Lithuanian Bar Association

Exchange of information on the disciplinary issues:  
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Exchange of information on status of lawyers:  
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