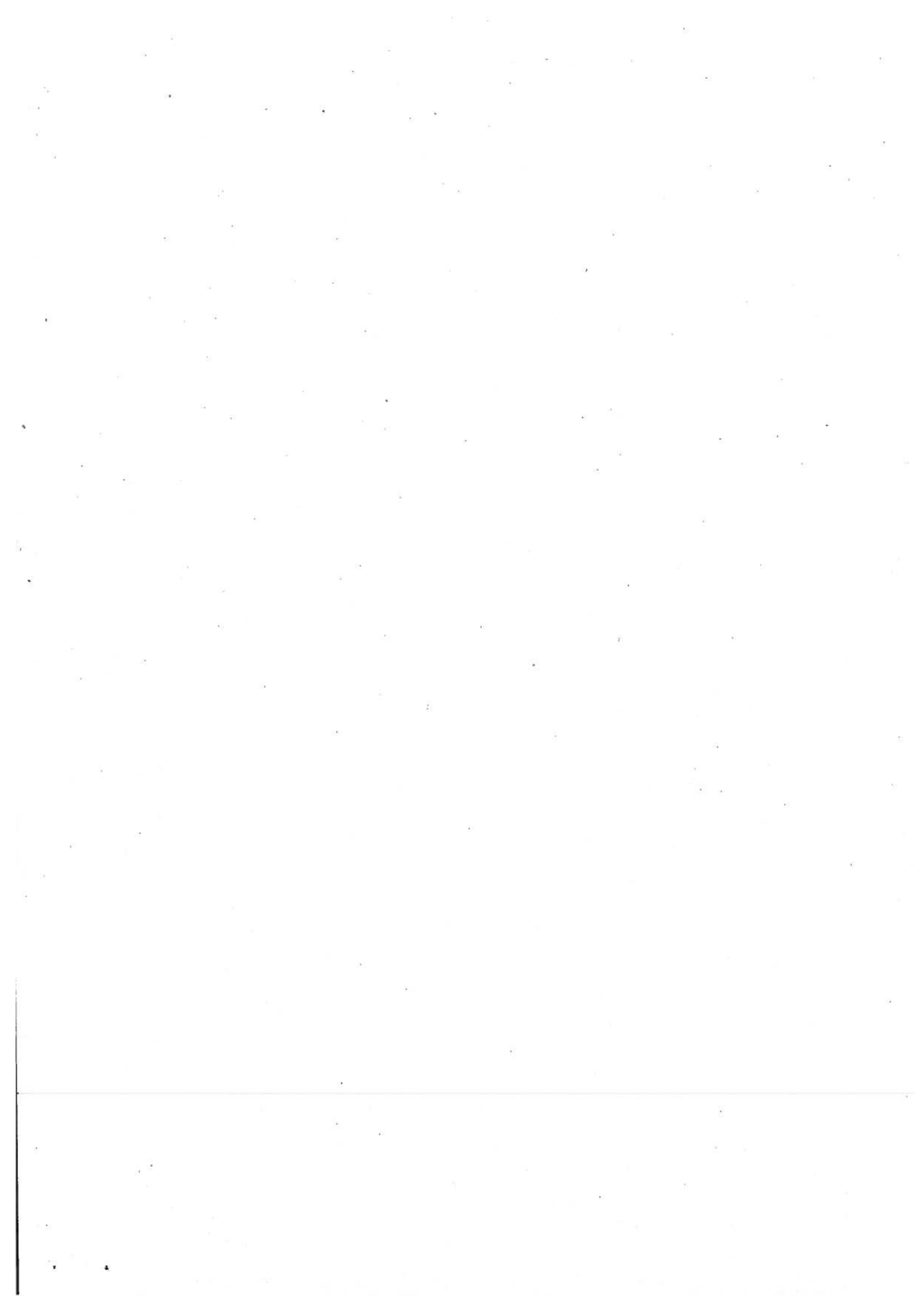


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**Memorandum of Understanding**  
**between**  
**Serious Fraud Office**  
**and**  
**Solicitors Regulation Authority**



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**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 the framework for effective liaison and communications between SFO and the SRA.
2. The aims of this MoU 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 SFO.

**Legal status and effect**

3. 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 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.



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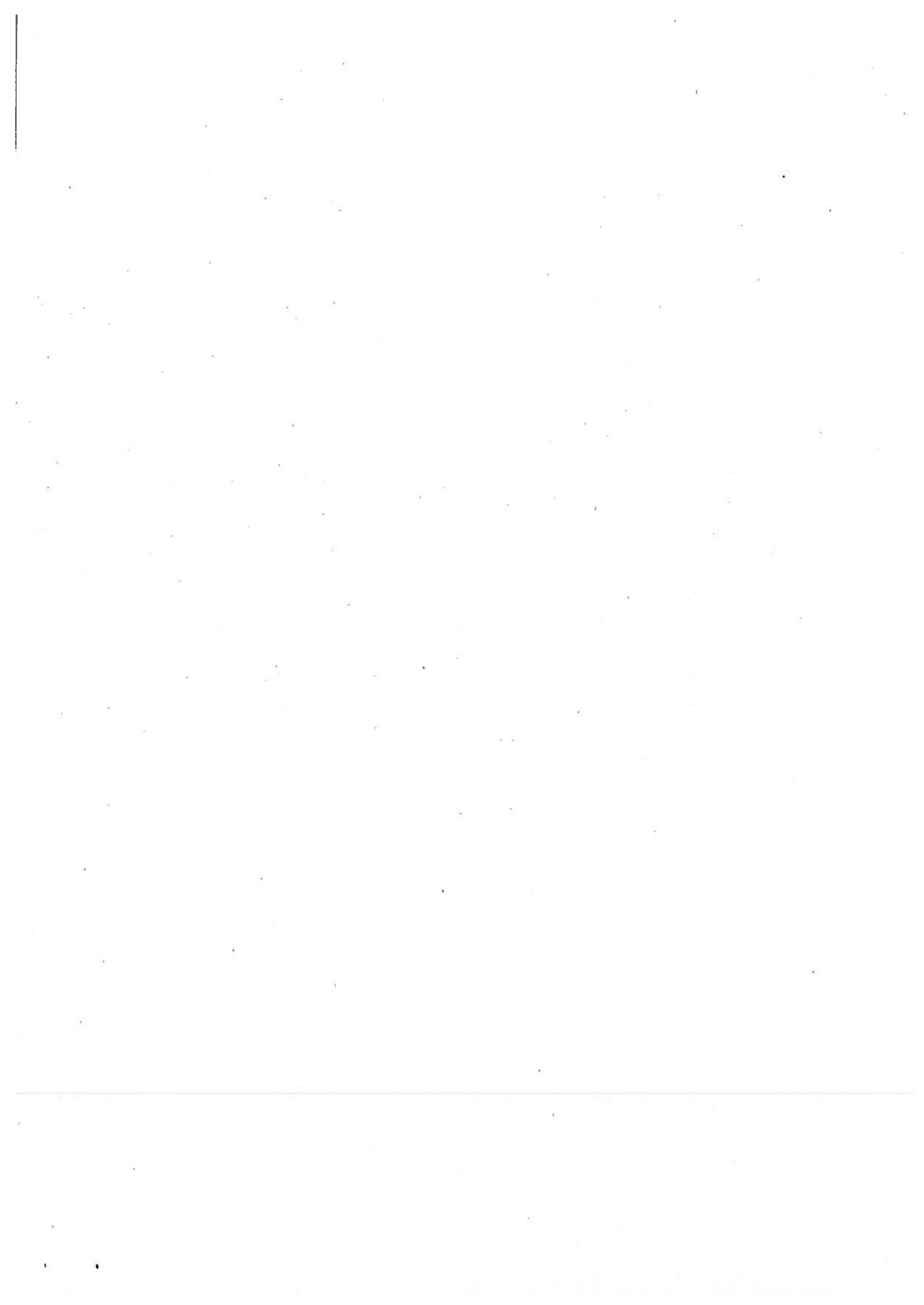
### Roles and responsibilities

4. The SFO was set up in April 1988 following the report of the Fraud Trials Committee under the late Lord Roskill.
5. The SFO status and powers derive from the Criminal Justice Act 1987. The principal power is contained in section 2 of the Criminal Justice Act 1987, which gives the Director or a designated member of staff the power to require a person or entity to provide information to the SFO for the purpose of an investigation. In practice this takes the form of interviewing people, requiring them to produce material, or searching premises. The SFO can only use this power in respect of any cases which have been formally accepted for investigation by the Director of the SFO or to enable him to determine whether to start an investigation in relation to bribery and corruption offences. The SFO has both investigatory and prosecutorial functions.
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 & 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, corruption 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;

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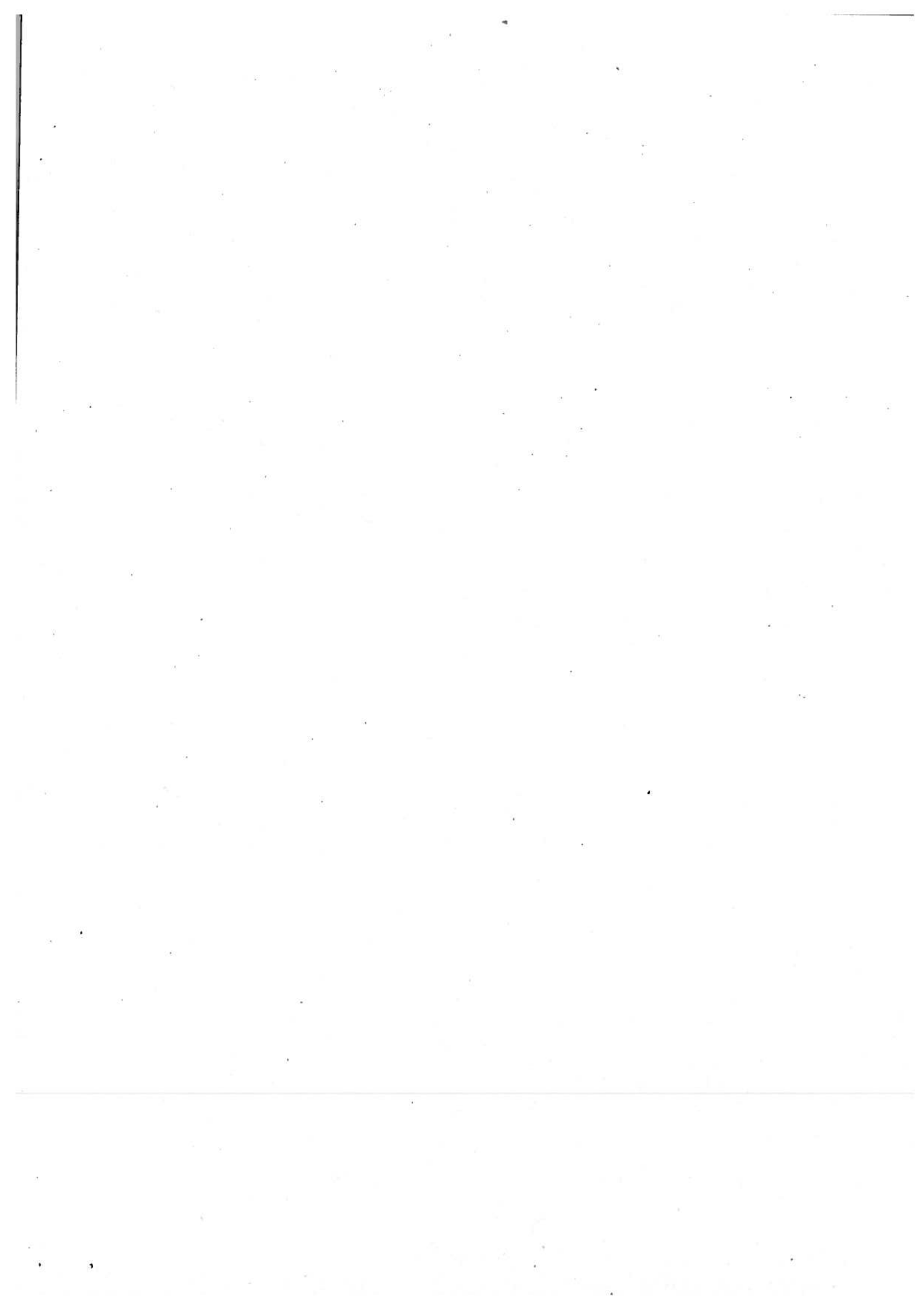
provided that the recipient is reasonably considered able to take regulatory or other proper action upon the information.

Section 3(5) of the Criminal Justice Act 1987 provides the gateway for the disclosure of SFO information to the SRA. Depending (i) on how such information was obtained and (ii) on the use to which the information will be put by the SRA, it may be necessary for the SFO to provide the person from whom the information was obtained with an opportunity to object to disclosure before reaching a decision on whether the information may lawfully be disclosed to the SRA through this gateway.

10. Other than as part of its proper regulatory functions, the SRA will not disclose data supplied by SFO to any outside organisation unless
  1. permitted by law (in which case SRA will always first seek and obtain the consent of the SFO before providing disclosure); or
  2. required by law (in which case the SRA will endeavour to notify the SFO before providing disclosure or as soon as reasonably practicable thereafter).
  
11. The recipient of information from the other party will:
  - e. comply at all times with the Data Protection Act 1998 and any related or analogous legislation;
  - f. keep the information secure;
  - g. use the information only for proper purposes, such as regulatory, disciplinary or other legal investigations or proceedings; and
  - h. liaise or co-operate where appropriate to avoid action that prejudices or may prejudice an investigation by another party or person.
  
12. 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 the police and HM Revenue and Customs (or any body that in future carries out the functions of such bodies).
  
13. The disclosing party also agrees to notify the recipient of:
  - i. any restrictions on the use to which the information can be put, and
  - j. 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**





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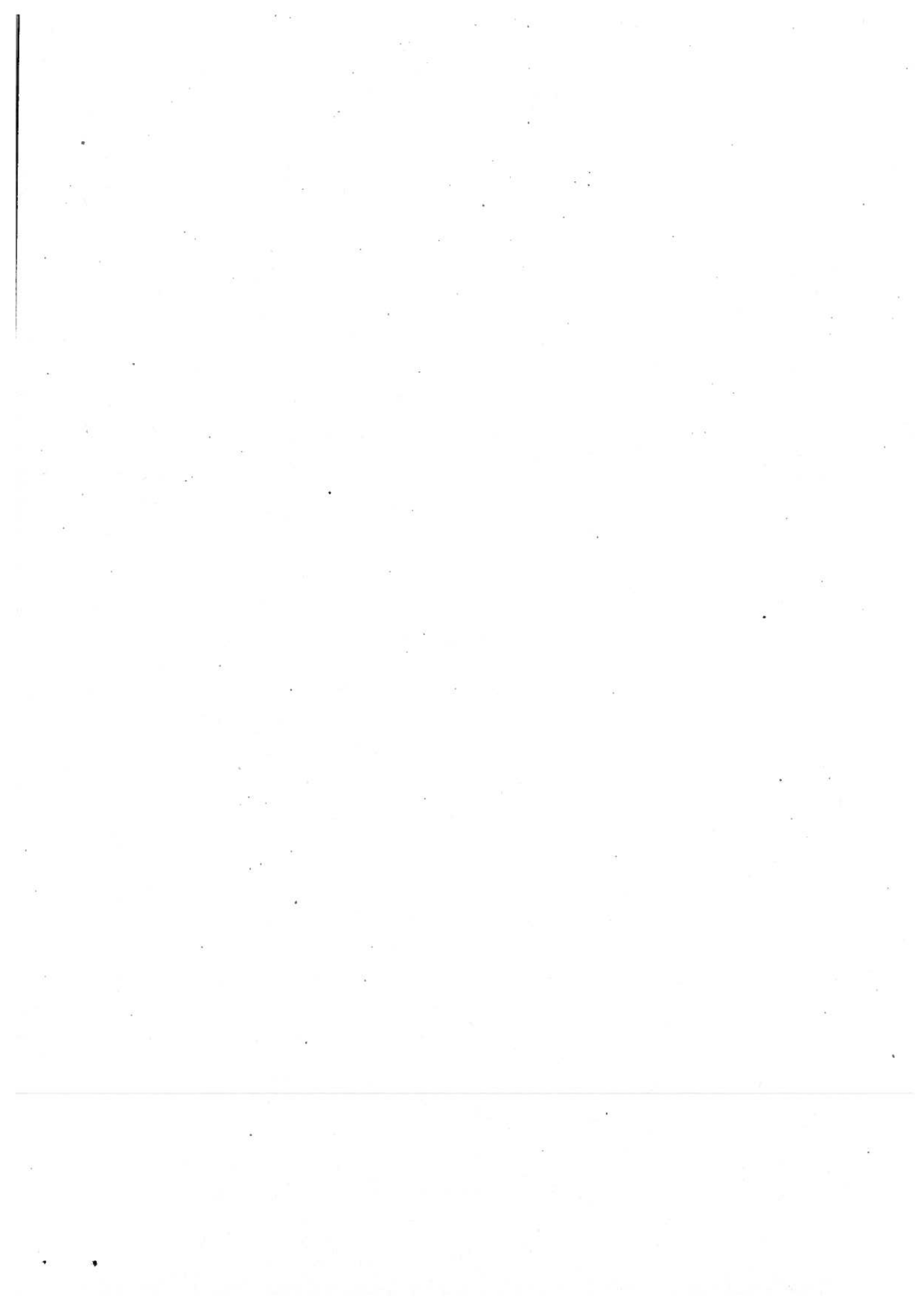
14. The SRA has a Fraud and Confidential Intelligence Bureau (FCIB) whose role includes the lawful facilitation of intelligence and information sharing with other bodies.
15. The SFO may request information from the SRA by using its power derived from section 2 of the Criminal Justice Act 1987 or any analogous or replacement power.
16. The SRA may seek information from the SFO 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 the SFO is Marc Brown of the Intelligence Unit. The nominated SPOC for the SRA is Stephen Wilmott 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.



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**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 problems**

23. Problems that arise between the parties will be resolved through discussion by the SPOCs, with escalation to more senior managers where necessary.

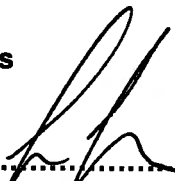
**Reporting and review arrangements**


24. This MoU 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 MoU 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 SFO      Date 12/2/16  
Name: Kevin Davis  
Description: Chief Investigator

  
..... for SRA      Date 22.2.16  
Name: Carol Westrop  
Description: Head of Legal Policy

