



Memorandum of Understanding (Process) between

HMRC Customer Compliance Group –ISBC Agents and Technical Compliance (A&TC)

HMRC Solicitor's Office and Legal Services and

Bar Standards Board

for

Public Interest Disclosures pursuant to the Commissioners' General Instruction (Misconduct Disclosures for Legal Professionals)

The process MoU register ID / reference is: Click or tap here to enter text.

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1. Participants to the MoU

HM Revenue & Customs are referred to as Participant 1 or HMRC, and the Bar Standards Board are referred to as the Bar Standards Board or BSB. Collectively, they are referred to as the "Participant(s)".

1.1 Participant 1 - HM Revenue & Customs		
His Majesty's Revenue & Customs, of 100 Parliament Street, London, SW1A 2BQ		
Contact 1 Contact 2		Contact 2
HMRC Directorate	ISBC A&TC	ISBC A&TC
Name of business contact	Edwidge Hill	Tommy Robinson
Role	Deputy Director, Agents & Technical Compliance (ISBC)	ISBC A&TC Specialist – Assistant Director
Email address	edwige.hill@hmrc.gov.uk	thomas.robinson@hmrc.gov.uk
Telephone Number	03000 520899	03000 581131

1.2 Participant 2 – Bar Standards Board			
Bar Standards Board, 289-	Bar Standards Board, 289-293 High Holborn, London, WC1V 7HZ		
	Contact 1	Contact 2	
OGD / PSB Directorate	Director General		
Name of business contact	Mark Neale		
Role	Director General		
Email address	mark.neale@barstandardsboard.org.uk		
Telephone Number	020-7611-1304		

2. Introduction

2.1 This MoU sets out the information sharing arrangement between the aforementioned Participants. For the purposes of this MoU 'information' is defined as a collective set of Data and/or facts that when shared between the Participants through this MoU will support the Participants in delivering the purpose of the data sharing activity described in section 3 below.

- 2.2 Information will only be exchanged between the Participants where it is lawful to do so. The relevant legal authorities are detailed within this agreement. It should be noted that 'exchange' includes all transfers of information between the participants.
- 2.3 This MoU is not legally binding. This MoU should not be interpreted as removing, or reducing, existing legal obligations or responsibilities of each Participant, for example as Controllers under the UK General Data Protection Regulation (UK GDPR). Nothing in this MOU shall, or is intended to:
 - a) create any legal or procedural right or obligation which is enforceable by either Participant against the other; or
 - b) create any legal or procedural right or obligation which is enforceable by any third party against either of the Participants or against any other third party; or
 - c) prevent either of the Participants 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 Participants to exercise; or
 - e) create any legislative expectation on the part of any person that either of the Participants to this MOU will do any act (either at all, or in any particular way, or at any particular time) or will refrain from doing any act.

Nonetheless the Participants 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.

2.4 A glossary of terms and definitions of abbreviations of this MoU are detailed in Annex A of this MoU.

3. Purpose and benefits of the data sharing agreement

3.1 Describe the purpose of the MoU and HMRC's view of why it is necessary and proportionate.

HMRC and the Bar Standards Board consider that the disclosure of information to each other pursuant to this MOU is necessary and proportionate because it will:

- assist both parties in their investigation or supervision work in the public interest so far as such assistance is lawful;
- provide a framework for the lawful disclosure of information between the two organisations;
- set out the legal framework under which both organisations may lawfully disclose information to each other.

3.2 What are the specific aims of the data sharing agreement?

The purpose of the MoU is to enable disclosures from HMRC to the Bar Standards Board which are compliant with HMRC's statutory confidentiality obligations.

Disclosures from the Bar Standards Board to HMRC can be made to: intelligence.bureau@hmrc.gov.uk

3.3 How will the data being shared help achieve those aims?

The data being shared will allow the Participants to investigate and address alleged misconduct which will in turn promote compliance within the legal profession.				
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3.4 Descri	be the benefits that the Participa	nts hone t	o bring to individuals or	society or the wider impact
e.g. reduct	ion in fraud and debt, supports l	JK econor	ny, benefits HMRC custo	
The benef	its that the Participants hope to a	achieve ind	clude:	
	 The raising of standards acrewithin the legal profession of therefore promoting compliangap. 	onsistent v	vith the Bar Standards B	soard's regulatory objectives,
	 The establishment of equiva the legal and accountancy p 			pect of how misconduct in
	 The promotion of good stakeholder relationships between HMRC and the Bar Standards Board ensuring that prompt and effective action can be taken to identify, investigate and address serious and significant misconduct. 			
 The establishment of clear mechanisms which enable HMRC legal professionals to comply with regulatory obligations to report any facts or matters capable of amounting to a serious breach of regulatory arrangements whilst ensuring that confidentiality and information disclosure obligations are respected. This will avoid any potential conflict between legal and professional obligations. 				
4. Type of	data being shared under th	is agree	ment	
4.1 Does t	his MoU agreement involve the	exchange	of Personal Data?	
Yes 🗵 (C	Go to section 5)		No (Select 'N/A – N Sections 5 to 7 and go	No Personal data' for to Section 8)
5. Data Pr	otection Impact Assessmen	it (DPIA)		N/A - No Personal Data
5.1 HMRC	- Have you completed a Data P	rotection I	mpact Assessment (DPI	A)?
	DPIA Reference Number:	12760		
Yes 🛚	Date DPIA was registered:	23/07/20	24	
	Date DPIA was last reviewed:	23/07/20	24	
No 🗆	Please ensure a DPIA is com not be authorised to transfer	-		<u>=</u>

5.2 Bar Standards Board - Have you completed a Data Protection Impact Assessment (DPIA)?			
	DPIA Reference Number:	Click to insert reference here	
Yes	Date DPIA was registered:	Click or tap to enter a date.	
	Date DPIA was last reviewed:	Click or tap to enter a date.	
No 🗵	No We have completed a DPIA screening and do not consider that a full DPIA is necessary.		
6. Relation	•	espect of any personal data being exchanged under N/A – No Personal Data	
6.1 Status	of HMRC under UK GDPR		
HMRC will be disclosing and receiving personal data under this agreement. Where personal data is being disclosed under this agreement, HMRC's status will be a controller because HMRC separately determines the purpose and means of the processing of the personal data.			
6.2 Status	of the Dar Standards Doord und	lor LIV CDDD	
6.2 Status of the Bar Standards Board under UK GDPR			
The Bar Standards Board will be disclosing and receiving personal data under this agreement. Where personal data is being received under this agreement, the Bar Standards Board's status will be a controller because they separately determine the purpose and means of the processing of the personal data after transfer.			
7. Handlin	g of Personal Data and Sec	urity	
ensure tha		ility of a Data Controller (see Section 6.1 and 6.2), they must rsuant to this MoU is handled and processed in accordance riate security standards.	
7.2 Additionally as part of the Government, HM Revenue & Customs must process personal data in compliance with the mandatory requirements set out in HM Government Security Policy Framework guidance issued by the Cabinet Office when handling, transferring, storing, accessing or destroying Information assets. The Bar Standards Board must process data in compliance with the DPA 2018.			
7.3 Participants must ensure effective measures are in place to protect personal data in their care and manage potential or actual incidents of loss of the personal data. Such measures will include, but are not limited to:			

- personal data should not be transferred or stored on any type of removable media unless absolutely necessary, and if so, it must be encrypted, and password protected to an agreed standard:
- Participants will take steps to ensure that all staff involved in the data sharing activities are adequately trained and are aware of their responsibilities under the DPA, UK GDPR and this MoU;
- access to personal data received by Participants pursuant to this MoU must be restricted to
 personnel on a legitimate need-to-know basis, and, for HMRC staff, with security clearance at the
 appropriate level.
- HMRC will comply with the Government Security Classifications Policy (GSCP) where applicable, or, in the case of the Bar Standards Board, with DPA 2018.

8. Duration, Frequency and Volume of the data sharing (To be completed by HMRC)

Date MoU comes into effect:	01/08/2024
Date by which MoU needs to be formally reviewed:	31/07/2025
Date MoU will cease to be valid:	31/07/2027
Frequency & Volume of data being shared:	As necessary and appropriate for the professional regulator to carry out their investigation.

9. Legal considerations and basis to share data between the Participants

- 9.1 HMRC has specific legislation within the <u>Commissioners for Revenue and Customs Act (2005)</u> which covers the confidentiality of information held by the department, when it is lawful to disclose that information and legal sanctions for wrongful disclosure. For HMRC, disclosure of information is precluded except in certain limited circumstances (broadly, for the purposes of its functions, where there is a legislative gateway or with customer consent). Unlawful disclosure relating to an identifiable person constitutes a criminal offence. The criminal sanction for unlawful disclosure is detailed at section 19 of the Commissioners for Revenue and Customs Act 2005.
- 9.2 Data can only be shared where there is a legal basis for the exchange and for the purposes described in this MoU as specified at Section 10 below. No data should be exchanged without a legal basis and all exchanges must comply with our legal obligations under UK GDPR, the Data Protection Act 2018 and Human Rights Act (HRA) 1998.
- 9.3 Enter relevant legal basis / bases for HMRC to disclose data

Section 18 of the Commissioners for Revenue and Customs Act (CRCA) sets out the specific circumstances in which HMRC may disclose information. These are:

 where HMRC has a statutory legal gateway permitting the disclosure of information to a third party;

- for the purposes of HMRC's functions;
- where the person or organisation that the information relates to has given their consent¹;
- where disclosure is for the purposes of civil proceedings or criminal investigation or proceedings;
- where disclosure is made in pursuance of a court order binding on the Crown;
- where disclosure is to a body with the statutory power in CRCA to inspect HMRC; or
- where disclosure is made in specific circumstances that are defined as being in the 'public interest' as set out in CRCA.

Section 20(1)(a) of CRCA 2005 allows for disclosure in the public interest as mentioned in section 18(2)(b) of CRCA 2005 if the disclosure is made on the instructions of the Commissioners (general or specific). A General Instruction setting out the process to permit misconduct disclosures about legal professionals was approved by the Commissioners on 21 October 2021.

Section 20(3) of CRCA 2005 applies to a disclosure if:

- it is made to a body which has responsibility for the regulation of a profession;
- it related to misconduct on the part of a member of the profession; and
- the misconduct relates to a function of the Revenue and Customs.

Any disclosure of information by HMRC under s.20(3) CRCA 2005 to the Bar Standards Board must conform to the relevant general instruction published by the Commissioners.

Information disclosed to the Bar Standards Board by virtue of s.20(3) CRCA 2005 must not be further disclosed without first obtaining the consent of the Commissioners.

HMRC can also disclose information to the Bar Standards Board if a High Court order is obtained to enforce an order made under section 44B Solicitors Act 1974 or an order made pursuant to S44BB, related or analogous legislation. Court orders are an exception to HMRC's duty of confidentiality under section 18(2)(e) CRCA 2005.

9.4 Enter the relevant legal basis / bases for the Bar Standards Board to disclose data

The legal bases for the Bar Standards Board to disclose data are as follows:

- Part 5, Section A7 (Confidentiality), rE64 of the BSB Handbook
- Court Order
- Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended)
- Third Party Information Notice under Schedule 36 of the Finance Act 2008

10. Lawful basis under UK GDPR to process personal data	☐ N/A – No Personal Data
10.1 Personal data can only be processed (transferred, disclosed) where	there is a valid lawful

basis/bases as set out in Article 6 of UK GDPR – see ICO Guidance

Where it is necessary to share special category or criminal offence data, the lawful basis will be Article 9 (2)(f) or (g) UK GDPR as applicable.

10.2 Enter relevant lawful basis for HMRC to process (share) personal data

Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.

10.3 If applicable - Enter relevant lawful basis for the Bar Standards Board to process (share) personal data

Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.

Where it is necessary to share special category or criminal offence data, the lawful basis will be Article 9 (2) (f) or (g) UK GDPR, as applicable.

11. Data to be shared and systems it will be derived from

11.1 Describe the types of data	data fields being shared	and their source systems
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Where misconduct has been identified by HMRC, information and evidence will be extracted from relevant HMRC internal systems and will form part of a report to be sent to the Bar Standards Board which will be subject to the internal processes detailed in Annex E. Disclosure of the material will ultimately be authorised by a SOLS Director and a Deputy Director from the Tax Administration Directorate on consideration of the specific circumstances.

The Bar Standards Board will not be given access to HMRC's source systems however a misconduct report will be provided detailing the alleged misconduct and any relevant information HMRC has. Any type of data which is pertinent to the alleged misconduct might be included.

11.2 What is the Government Security Classification for the data being shared?

Official Sensitive

Whilst the BSB does not use classification systems for documents they will treat the information provided with an appropriate degree of confidentiality.

11.3 Is there any special category data, sensitive data or criminal offence data being shared?

Certain types of misconduct could potentially constitute an allegation of, or a conviction(s) for, a criminal offence. No special category data will be disclosed unless it is directly pertinent to the alleged misconduct. This could include health data where this is relevant.

- 12. How the data will be shared (to be completed by HMRC and where applicable OGD / PSB)
 - 12.1 Describe the method by which data will be transferred under this agreement

Data will either be transferred by hard copy or by SDES (Secure Data Exchan	ge Service).	
SDES is HMRC's preferred secure method of transferring data and allows users to request, move, and manage their data with a personalised dashboard while also providing a history of users' data movements in one place.		
Data will only be transferred by hard copy where absolutely necessary for the purposes of fulfilling the BSB's regulatory functions with respect to the alleged misconduct. When data is transferred by hard copy it will be sent via 'Tracked' post with a signature required upon delivery.		•
12.2 Will direct (or browser) access to HMRC systems be granted?	Yes 🗆	No 🗵
13. Accuracy of the data being shared		
13.1 Before sharing data both Participants must take all reasonable steps to eshared is both accurate and up to date.	nsure that the	data being
13.2 The exporting department will ensure that data integrity meets their own	department's s	tandards,

unless more rigorous or higher standards are set out and agreed at the requirements stage.

13.3 Participants will notify each other of any inaccuracies of the data as they are identified.

14. Retention and Destruction of data

14.1 State how long the data will be retained for by each Participant and what their arrangements are for secure storage, and disposal / destruction of data.
Information held by HMRC will be retained in accordance with existing retention policies, typically for 6 years from date of last use.
Information held by the BSB will be retained in accordance with existing retention policies, for a minimum of 3 years and a maximum of 60 years from the date of outcome, depending on the disposal.
14.2 State what access controls each Participant will have in place to ensure access to the data will only be provided to authorised personnel with the appropriate security clearance.
Information will be held on our electronic case management systems. Only certain staff and contractors within relevant teams at the BSB have access to this information. Access is restricted by a VPN and two-factor authentication.

15. Onward disclosure to third parties

- 15.1 The Bar Standards Board agrees to seek permission from HM Revenue & Customs before any onward disclosure of information to a third party and will only disclose any information if permission is granted.
- 15.2 Where permission for onward disclosure is granted by HMRC, describe how the onward transfer of information from the Bar Standards Board to the third party will be handled (if allowed) under the legal basis

Save for a disclosure made for purposes required by law, the Bar Standards Board will not disclose information to any outside organisation without the prior approval of HMRC.

Where a disclosure is made which is required by law, the Bar Standards Board will inform HMRC of that disclosure.

HMRC will not disclose information supplied by the Bar Standards Board to any outside organisation unless permitted or required by law and will not make any such disclosure without prior approval by the Bar Standards Board.

16. Role of each Participant to the MoU

16.1 Role of HMRC

- Identify the appropriate data required from HM Revenue & Customs IT systems / records
- Provide the data to the Bar Standards Board in a report transferred by SDES, or in hard copy
 where absolutely necessary, from and to agreed contact points
- Only allow access to that data by the team requiring it
- Ensure that staff handle this data in line with the approved secure transfer method agreed by both departments and within HM Revenue & Customs data security instructions
- Only store the data for as long as there is a business need to do so
- Move, process and destroy data securely i.e. in line with the principles set out in HM Government Security Policy Framework, issued by the Cabinet Office, when handling, transferring, storing, accessing or destroying information.
- Comply with the requirements in the Security Policy Framework, and in particular prepare for and respond to Security Incidents and to report any data losses, wrongful disclosures or breaches of security relating to information.
- The disclosing party also agrees to notify the recipient of:
 - o any restrictions on the use to which the information can be put, and
 - o 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).

16.2 Role of the Bar Standards Board

• Identify the appropriate data required from HM Revenue & Customs.

- Only use the information for purposes that are in accordance with the legal basis under which it was received.
- Only hold the data for as long as there is a business need to do so.
- Ensure that only people who have a genuine business need to see the data will have access to it
- On receipt, store data received securely in line with ISO27001.
- Move, process and destroy data securely i.e. in line with ISO27001 when handling, transferring, storing, accessing or destroying information.
- Comply with the requirements in ISO27001 and in particular prepare for and respond to Security Incidents and to report any data losses, wrongful disclosures or breaches of security relating to information.
- If the Bar Standards Board adheres to a different set of security standards they must inform HMRC what these standards are at 16.3 below and comply with any additional security requirements specified by HMRC.
- Seek permission from HM Revenue & Customs before onward disclosing information to a third party where disclosure is permitted by law. Inform HM Revenue & Customs before disclosing information to third parties which is required by law to be disclosed.
- Seek permission from HM Revenue & Customs if you are considering offshoring any of the personal data shared under this agreement.
- Mark information assets with an appropriate classification scheme relative to the sensitivity of the information.
- Where applicable Send the data to HMRC via SDES.
- The disclosing party also agrees to notify the recipient of:
 - o any restrictions on the use to which the information can be put, and
 - o 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).

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16.3 If the Bar Standards Board adheres to different security standards, please state what these standards are here.	N/A □
The BSB do not have any cyber security certifications but as part of the Cyber security paligning with the ISO27001 standard and based our risks on the National Institute of Standard Technology (NIST).	•

17. Monitoring and Reviewing and arrangements

- 17.1 This MoU relates to a regular exchange that must be reviewed annually to assess whether the MoU is still accurate and fit for purpose.
- 17.2 Reviews outside of the proposed review period can be called by representatives of either Participant. Any changes needed as a result of that review must be agreed in writing and appended to this document for inclusion at the formal review date.
- 17.3 Technical changes necessary to improve the efficiency of the exchange that do not change the overarching purpose can be made without the requirement to review formerly the MoU during its life cycle but must be incorporated at the formal review stage.
- 17.4 A record of all reviews will be created and retained by each Participant.
- 17.5 Appendix 2 outlines the contacts for amendments to the MoU. Appendix 1 sets out the document control, and the version history of the MoU.

18. Assurance Arrangements

18.1 HM Revenue & Customs has a duty of care to assure any data that is passed on to others. HMRC processes covered by this MoU will be subject to annual reviews, from the date of sign off (to be inserted). HMRC may also choose to introduce ad hoc reviews.

HMRC assurance will be provided by the annual completion of a Certificate of Review & Assurance. The assurance processes should include checking that any information sharing is achieving its objectives (in line with this MoU) and that the security arrangements are appropriate given the risks.

- 18.2 The Bar Standards Board agrees to provide HM Revenue & Customs with a signed Certificate of Review & Assurance within the time limits specified upon request.
- 18.3 The Bar Standards Board will provide HM Revenue & Customs Internal Audit with sufficient information to conduct assurance reviews of risk management, control effectiveness and governance in respect of this agreement.

19. Security Breaches, Security Incidents or loss or unauthorised disclosure of data

- 19.1 The designated points of contact (provided at Appendix 2 of this MoU) are responsible for notifying the other Participant in writing in the event of loss or unauthorised disclosures of information within 24 hours of the event.
- 19.2 The designated points of contact will discuss and agree the next steps relating to the incident, taking specialist advice where appropriate. Such arrangements will include (but will not be limited to) containment of the incident and mitigation of any ongoing risk, recovery of the information, and notifying the Information Commissioner and the data subjects. The arrangements may vary in each case, depending on the sensitivity of the information and the nature of the loss or unauthorised disclosure.

20. Subject Access Requests

- 20.1 In the event that a Subject Access Request (SAR) is received by either Participant they will issue a formal response on the information that they hold following their internal procedures for responding to the request within the statutory timescales. There is no statutory requirement to re-direct SARs or provide details of the other Participant in the response. However, each Participant will notify the other if a SAR is received in respect of any personal data shared under this agreement. Contact details are at Appendix 2.
- 20.2 Full details of Data subject's rights in relation to processing of personal information can be found in each Participant's Privacy Notice links below. Also, see ICO Guidance.

20.3 HMRC	HMRC Privacy Notice
20.4 Bar Standards Board	Privacy Statement (barstandardsboard.org.uk)
20.5 ICO Guidance	ICO Data Sharing Code of Practice – The rights of individuals

21. Freedom of Information Act (FOI) 2000

- 21.1 HMRC is subject to the requirements of the Freedom of Information Act (FoIA) 2000 and both Participants shall assist and co-operate with each other to enable HMRC to comply with its information disclosure obligations.
- 21.2 The General Council of the Bar, including the Bar Standards Board (BSB), is not subject formally to the Freedom of Information Act 2000 (FOIA) as it is not a public authority, as outlined in Schedule 1. However, the BSB does endeavour to respond to such requests within the spirit of FOIA, in the interests of transparency.
- 21.3 In the event of either Participant receiving an FoI request that involves disclosing information that has been provided by the other Participant, the organisation in question will notify the other to allow it the opportunity to make representations on the potential impact of disclosure.
- 21.4 All HMRC Fol requests must be notified to the Central HMRC FOI Team inbox
- 21.5 All BSB Fol requests must be notified to OST@barstandardsboard.org.uk

22. Issues, disputes, and resolution

- 22.1 Any issues or disputes that arise as a result of exchange covered by this MoU must be directed to the relevant contact points listed in Appendix 2. Each Participant will be responsible for escalating the issue as necessary within their given management structure.
- 22.2 Where a problem arises it should be reported as soon as possible. Should the problem be of an urgent nature, it must be reported by phone immediately to the designated business as usual contact (listed in Appendix 2) and followed up in writing the same day. If the problem is not of an urgent nature it can be reported in writing within 24 hours of the problem occurring.

23. Costs

23.1 Will there be a charge for this service?	Yes 🗌	No 🗵

24. Termination

- 24.1 This MoU may be terminated with immediate effect upon notice by either Participant.
- 24.3 In the event of a significant security breach or other serious breach of the terms of this MoU by either Participant the MoU will be terminated or suspended immediately without notice.
- 24.4 In the event of a failure to cooperate in a review of this MoU or provide assurance the agreement may be terminated or suspended without notice.

25. Signatories

25.1 Signed on behalf of HM Revenue & Customs:

I accept the terms of the Memorandum of Understanding on behalf of HM Revenue & Customs.

Signature:	Edwige Hill		
Print Name:	Edwige Hill		
Date:	23/07/2024		
Position:	ISBC A&TC Deputy Director		
Contact details:	Tel no: 03000 520899	Email: edwige.hill@hmrc.gov.uk	

25.2 Signed on behalf of the Bar Standards Board

I accept the terms of the Memorandum of Understanding on behalf of the Bar Standards Board.

Signature:	Mark Neale		
Print Name:	Mark Neale		
Date:	06/08/2024		
Position:	Director General		
Contact details:	Tel no: 020 7611 1304	Email: mark.neale@barstandardsboard.org.uk	

25.3 Additional Signatories if the agreement is between multiple organisations

□ Check if N/A

I accept the terms of the Memorandum of Understanding on behalf of [Insert OGD/PSB]

Signature:		
Print Name:		
Date:	Click or tap to enter a date.	
Position:		
Contact details:	Tel no:	Email: