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**Data Sharing Protocol for the sharing and disclosure of information between**

**The Bar Standards Board**

**And**

**The Council of the Inns of Court**

**And**

**The Honourable Society of The Inner Temple**

**And**

**The Honourable Society of The Middle Temple**

**And**

**The Honourable Society of Gray’s Inn**

**And**

**The Honourable Society of Lincoln’s Inn**

**As at 26 April 2023**

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# Purpose

1. This document (‘the Protocol’) provides a framework for the collection, sharing, retention and destruction of information between the independent data controllers; the Bar Standards Board (BSB), the Council of the Inns of Court (COIC) and each of the four Inns of Court: Inner Temple, Middle Temple, Gray’s Inn and Lincoln’s Inn. This is to support the BSB in the administration of its regulatory functions and to provide quality assurance to obligations administered by the Inns of Court and COIC are done so effectively.
2. The Protocol should be read in conjunction with the Memorandum of Understanding (MoU) between COIC, the four Inns and the BSB which sets out the responsibilities of the Parties relating to the education and training for the Bar, and any statutory, regulatory or other policies and statements which apply[[1]](#footnote-1).

# Background

1. In accordance with the guidance from the Information Commissioner’s Office (ICO) and the BSB’s Information Security Policy, we set out below the background for the introduction of this Protocol.
2. The sharing of personal data set out in this Protocol is necessary to ensure that the BSB has adequate regulatory oversight of students, barristers and the responsibilities of COIC and the Inns, as set out in the MOU. The sharing and use of the personal data is, therefore, necessary for the performance of a task carried out in the public interest and in the exercise of the BSB’s authority under the Legal Services Act 2007. The Parties may also share special category data, as it relates to the individual’s health[[2]](#footnote-2) and criminal records information, as the Legal Services Act 2007 requires the BSB to protect and promote the public interest (e.g. protecting the trust and confidence the public places in the profession that only those who are fit and proper are Called to the Bar).
3. The risks of transferring shared personal data include a risk of security breaches. However, this is mitigated by the robust security policies and measures which each Party has in place. There is also a risk that we do not use the shared personal data in line with the UK GDPR requirements. This risk is mitigated by the Parties upholding this Protocol and their obligations within the MOU.
4. The Parties agree that the shared personal data set out in Annex 1 is the least amount of personal data required to be shared to ensure the BSB is assured that their regulatory functions are administered satisfactorily. This also sets out the purpose for which the personal data is shared between the Parties.
5. Annex 2 sets out the individuals who are the nominated Data Protection Officers/Leads (DPO) and therefore have responsibility to ensure that only those who require access to the shared personal data are able to do so.
6. This Protocol does not, and cannot, prohibit the sharing of information between the Parties where there is a lawful reason to do so. Article 6(1)(e) of the UK GDPR provides a lawful basis for processing personal data (only and to the extent that it is) necessary for the performance of a task carried out in the public interest.

# Definitions

*Bar Standards Board* – means the independent regulatory body of the General Council of the Bar of England and Wales

*Data controller* - means a person who (either alone or jointly or in common with other persons) determines the purposes for which, and the manner in which, any shared personal data is processed[[3]](#footnote-3).

*Data processor* in relation to shared personal data - means any person (other than an employee of the data controller) who processes the shared personal data on behalf of the data controller[[4]](#footnote-4).

*Data Protection Legislation (and guidance)* -means all applicable data protection and privacy legislation in force from time to time in the United Kingdom (UK) including without limitation the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended, and the guidance and codes of practice issued by the Information Commissioner, and which are applicable to the Parties.

*Data Protection Officer/Lead* – referred to as DPO throughout the document means the nominated individual within each Party who oversees the Party’s processing of shared personal data and ensures it is complying with its data protection obligations under the Data Protection Legislation, including the Data Protection Act 2018 (DPA) and the UK General Data Protection Regulation (UK GDPR).

*COIC* – means the Council of the Inns of Court and includes the Inns Conduct Committee and the Bar Tribunals and Adjudication Service.

*Inns of Court* – means each of the four Inns of Court; the Honourable Society of The Inner Temple, the Honourable Society of The Middle Temple, the Honourable Society of Gray’s Inn and the Honourable Society of Lincoln’s Inn.

*Memorandum of Understanding* – means the document agreed between the BSB, COIC and the four Inns of Court in relation to education and training for the Bar.

*Party* – means one of the BSB, COIC, or the Inns

*Parties* – means more than one Party

*Permitted Recipients* - The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

*Personal Data Breach* – has the meaning set out in the Data Protection Legislation

*Processing* - means any operation or set of operations which is performed on shared personal data or on sets of shared personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

*Shared Personal Data* - The personal data to be shared between the parties under Annex 1 of this agreement. *‘*Personal data to be shared’ will be construed accordingly.

# *UK GDPR* has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

# Information governance

1. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
2. Where there is a need to make a public statement about the exchange of information, e.g. as a result of a press enquiry, the Parties may liaise with each other before finalising the individual statements each Party will make.
3. The Parties agree to the following responsibilities. This has been specified in more detail in Annex 1:
4. Data controller – Each Party; the BSB, COIC and the Inns of Court are independent data controllers.
5. DPO – Representative individual/s within each Party who is accountable for:
6. ensuring that they understand the types of information received, generated, stored and transferred for their area of work; and
7. ensuring the shared personal data and information is managed in accordance with this policy and any other relevant policies and statutory requirements relevant to each Party.
8. The Parties agree that their DPOs will at all times comply with the DPA & UK GDPR complying with the above obligations, the DPO for each Party will have due regard to the risk associated with processing operations, taking into account the nature, scope, context and purposes of processing.

**Information sharing**

1. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) shared personal data collected by the Data Discloser for the purposes for which it is shared.
2. The Parties have agreed to share specific data (see Annex 1) in accordance with each of the Parties’ Privacy Statements; these statements can be found on each of the Parties’ websites[[5]](#footnote-5). The BSB Privacy Statement (or a link to the statement) will be made available on each of the Parties’ websites, the jointly agreed Admission Declaration, Call Declaration and Readmission Declaration.
3. The Parties agree that where personal data is shared and disclosed its use is restricted to regulatory purposes unless onward disclosure to other agencies is necessary in the public interest and is lawful.
4. The Parties have a requirement under the Data Protection Legislation including the DPA and UK GDPR to provide data subjects with a Privacy Notice. All Parties agree to include details of this Data Sharing Protocol within their respective Privacy Notices.
5. The Parties agree to identify points of contact in their respective organisations to facilitate the sharing and disclosure of information. This is set out in Annex 2.
6. The Parties will exchange information to the extent permitted by law, and in a timely fashion, to enable each other to process it according to their own internal procedures. The Parties will disclose the shared personal data with other organisations in accordance with their respective privacy policies.

# The personal data to be shared

1. Each party shall:
2. ensure that it has all necessary notices and consents in place to enable lawful transfer of the shared personal data to the permitted recipients for the purpose for which it is shared; and
3. give full information to any data subject whose shared personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, shared personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees as relevant; and
4. use any templates specified by another Party, where practicable, for the sending of shared personal data.
5. The Parties shall not transfer any shared personal data received from the Data Discloser outside the EEA unless the transferor:
6. complies with the provisions of Articles 26 of the UK GDPR (in the event the third party is a joint controller); and
7. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 UK GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 UK GDPR; or (iii) one of the derogations for specific situations in Article 49 UK GDPR applies to the transfer.
8. The shared personal data collected and stored by each Party is set out in Annex 1 and should be used for the stated purposes only, and in accordance with relevant statutory, regulatory and policy provisions.
9. The Parties agree to inform individuals who provide their data which is shared under this Protocol of the existence of this protocol. The BSB will do this through a Privacy Notice and COIC and the Inns through their Privacy Notices and Data Protection Policies.

## Retention of shared personal data

1. In accordance with statutory requirements, the Parties shall only retain shared personal data for as long as is necessary for the legitimate purposes for which the shared personal data is processed (which may be different for each party), unless the retention of the shared personal data is required for archiving purposes which are in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89 (1) of the UK GDPR or other applicable provisions under the Data Protection Legislation. This period is determined by the DPO within each Party.
2. Each Party should ensure that when those legitimate purposes come to an end, the Parties shall securely delete the shared personal data.
3. The Parties agree to regularly review the shared personal data held to ensure adherence to this policy and to ensure it is kept up to date and accurate.

## Destruction and disposal of shared personal data

1. The Parties are responsible for ensuring that shared personal data is destroyed securely, having regard to the relevant statutory and regulatory requirements and the timeframes set out in this Protocol.
2. Under no circumstances should paper documents containing shared personal data be placed into general refuse as to do so risks the unauthorised disclosure of such information to third parties. Such disclosure would be a breach of the Data Protection legislation.
3. Paper documents must be destroyed on site (e.g. by shredding) or placed in the specially marked “Restricted Waste”, or similar, containers/bags within the Parties’ buildings.
4. The Parties will ensure that electronic documents are deleted to the extent that they are virtually impossible to retrieve. In the case of electronic systems such as Case Management Systems, only individuals with the necessary authority will be able to delete information to the required extent.
5. Set out below are the key considerations for the retention and disposal of shared personal data:
6. the nature of the shared personal data (paper or electronic) and which sections of the shared personal data will be destroyed;
7. whether the shared personal data must be retained to fulfil any statutory and/or regulatory requirements;
8. whether the shared personal data should be retained in case of a dispute; and
9. whether the shared personal data should be retained to meet the operational needs of the Parties and if so, whether this can be achieved by redacting the personal information; and
10. whether the risks of retaining or destroying the information have been properly assessed.

# Data security

1. The Parties will ensure that they have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of shared personal data and against accidental loss or destruction of, or damage to, shared personal data. This includes, but is not limited to, the below measures:
2. In accordance with section 32(1) of the UK GDPR, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Parties will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, as appropriate:
3. the encryption of shared personal data;
4. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
5. password protecting documents;
6. the ability to restore the availability and access to shared personal data in a timely manner in the event of a physical or technical incident;
7. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

# Procedures for dealing with access requests, queries and complaints

1. Individuals should submit a subject access request to each organisation they are seeking their shared personal data from. Each Party shall provide contact details for their DPO to support liaison between the Parties, should this be required and permissible, as set out in Annex 2. The DPO shall also be the first point of Call to whom any queries and complaints should be sent.
2. The Parties’ obligations to comply with the above rights are subject to certain exemptions in the Data Protection Legislation.
3. The data subject also has the right to complain to the ICO if they are not satisfied with the way the Parties use their information. The data subject can contact the ICO; details for contacting them can be found on their website: [https://ico.org.uk/global/contact-us/](https://mail.barcouncil.org.uk/owa/14.3.468.0/scripts/premium/redir.aspx?C=o_znvWNGI0DMKJLnHoEDJF3P6zFJdJiaYM7uTcR5U5bvgfIUR9LXCA..&URL=https%3a%2f%2fico.org.uk%2fglobal%2fcontact-us%2f).

# Review

1. The Parties agree that the Protocol will be effective by 1 February 2023.
2. The Parties will monitor the operation of the Protocol and formally review it every year. Meetings to discuss any issues arising will be held as necessary to monitor its effectiveness.
3. The purpose of these meetings is to:
4. provide feedback on the quality of the sharing and disclosure of information;
5. review the effectiveness of processes in place to support the sharing and disclosure of information;
6. discuss issues of wider concern that may impact on how the Parties operate together;
7. alert each other to and discuss emerging trends, issues, risks or other activities that may be of interest; and
8. discuss any other issues of concern to either of the Parties.

# Resolution of conflicts

1. The Parties will cooperate with each other if a dispute arises under this Protocol. Parties will seek to:
2. avoid disputes arising in the first instance; and
3. settle disputes amicably if/when they do arise.
4. Where disputes do arise, the points at issue need to be fully documented in a format readily understood by a third party. Where necessary, disputes will be referred to the senior management in the respective Party for resolution.
5. Any problems or concerns in an individual case of information sharing should be channelled via the designated individuals, in Annex 2, who will seek to resolve the matters. In the event that the issues cannot be resolved, the matters will be escalated via the relevant line management chain of each Party.

# Personal data breaches

1. Any actual or suspected Personal Data Breach (of shared personal data) must be reported to the relevant DPOs (for the Party where the breach occurred and the Party(ies) who supplied the information) immediately upon becoming aware of such breach, so that the Parties can comply with their accountability obligations under the DPA and UK GDPR. They will be responsible for ensuring that the protocols in place within their own organisation will be adhered to.
2. Those individuals within the Parties who will have access to the shared personal data set out in Annex 1 will receive adequate training to enable them to recognise when there may be a Personal Data Breach (of shared personal data) and know how to escalate the incident to the appropriate person, or team, within their Party to determine whether a breach has occurred.
3. Each Party agrees to prepare an action plan for addressing any Personal Data Breaches (of shared personal data) that occur within their organisation, including having a process to assess the likely risk to individuals as a result of a breach. This should be done on a case by case basis.
4. Each Party will allocate responsibility for managing Personal Data Breaches (of shared personal data) to a dedicated person or team within their organisation who will be aware of:
5. The relevant supervisory authority for the processing activities which the Parties undertake;
6. The process to notify the ICO, if necessary, and the other Parties of a breach within 72 hours of becoming aware of it, even if all the details are not known;
7. What information must be provided to the ICO as a result of a breach, if the breach meets the criteria for being reported;
8. The process to inform affected individuals about a breach and what information about the breach must be provided to them, if the breach meets the criteria for being reported; and
9. The requirement to document all breaches, even if they don’t need to be reported[[6]](#footnote-6).
10. The Parties agree to review the Protocol in light of the breach. Any significant changes required as a result of the breach should be publicised.

# Indemnity

1. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

# Failing to comply with the data sharing protocol

1. Following notification of a breach of the Data Protection Legislation by a party to this protocol, and reporting to the ICO, where appropriate, the Parties may review the breach together and recommend remedial actions to avoid such breaches in the future.

# Publication

1. The Protocol is a public document and the Parties may publish it as they see fit.

# Annex 1 – the personal data to be shared

It is noted that contact details are subject to change and therefore the Parties shall provide this data on a best endeavours basis at the point specified in this Annex.

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|  | **Personal data to be shared by the Inns to the BSB before Call** | | | | |
| **The information to be collected** | **How it will be collected** | **What it will be used for** | **When will it be shared / Who is responsible for it being shared** |
| **Admission to an Inn** | | | | |
| 1 | When a lawyer is seeking to be readmitted to the Bar:   1. Bar Member Number (if available); 2. Inn ID Number; 3. Title and Name; 4. Date of birth; and 5. The Inn they are admitted to. | Email (or Sharepoint if document sharing) | Used by the BSB to check our records so we can share any matters which may question whether they are a fit and proper person | Within 10 working days of the application  BSB contact: [Enforcement](mailto:LShepherd@barstandardsboard.org.uk) |
|  | **Fit and proper person checks on admission to an Inn and, or prior to Call** | | | | |
| 2 | For hearings at the ICC:   1. Inn ID Number 2. Title and Name; 3. Date of birth 4. The category of conduct; 5. Detail of the conduct[[7]](#footnote-7) 6. The outcome of the hearing | Sharepoint | Used by the BSB to determine whether to appeal an ICC hearing to the High Court.  For student members of an Inn who have progressed to the pupillage/work-based learning component of training prior to being Called, proven conduct matters occurring during the non-practising period will be used for future risk assessments of the barrister’s conduct after Call. | Within 14 working days of the outcome of the ICC hearing.  BSB contact: [Authorisations](mailto:authorisations@BarStandardsBoard.org.uk) |
| 3 | In accordance with the assurance process, the BSB may request a sample of any fit and proper person decisions and require:  Inn ID Number  Name;  Date of birth;  The category of conduct;  Detail of the conduct[[8]](#footnote-8); and  The outcome of the hearing. | Sharepoint | Review by the BSB to satisfy itself that fit and proper person checks are being conducted correctly against the relevant Guidelines to promote consistency in decision making and identify improvements. | Within 14 days of a BSB request as part of their assurance (as set out in schedule 4 of the MOU).  BSB contact: [Supervision](mailto:Supervision@BarStandardsboard.org.uk) |
|  | **At Call** | | | | |
| 4 | 1. Inn ID Number;  2. Title and Name;  3. Date of birth;  4. Date of admission;  5. Inn admitted to;  6. Date of Call;  7. Email address;  8. Address; and  9. Contact number.  In accordance with Schedule 2 of the MOU, the BSB reserves the right to review a student’s record to satisfy itself that the requirements of qualifying sessions have been complied with. This will not contain any additional personal data to the above. | Sharepoint | Included on the individual’s record so the BSB knows the Inn they are a member of and when they have been Called. | Day after Call confirming attendance.  BSB contact: [Records](mailto:Records@BarCouncil.org.uk) |
| 5 | Waiver from DBS checks   * + - 1. Inn ID Number;       2. Title and Name;       3. Date of birth;       4. Waiver scheme;       5. Reason for waiver; and       6. Final outcome (postponed/waived entirely, etc). | Sharepoint | For the BSB to flag on CRM whether DBS check is postponed or waived entirely. | Within 14 days of each Call ceremony working days of a decision being taken to waive the DBS check  BSB contact: [Authorisations](mailto:authorisations@BarStandardsBoard.org.uk) |

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|  | **Personal data to be shared by the Inns to the BSB after Call** | | | | |
|  | **The information to be collected** | **How it will be collected** | **What it will be used for** | **When will it be shared** |
| 6 | Barristers seeking voluntary disbarment   * + - 1. Bar Member Number;       2. Inn ID Number       3. Title and Name; and       4. Date of birth. | Email (or Sharepoint if document sharing) | The BSB to check whether we have details of ongoing conduct investigations and to provide this to the Inns | Within 7 working days of being notified that the barrister wishes to voluntarily disbar  BSB contact: Enforcement |
| 7 | Confirmation that the barrister has been disbarred, including:   1. Bar Member Number; 2. Inn ID Number; 3. Title and Name; 4. Date of birth; 5. The Inn they were admitted to; and 6. Reason (if known) for voluntary disbarment. | Email (or Sharepoint if document sharing) | To confirm, following the Inn’s decision, that a barrister has been voluntarily disbarred by their Inn | Within 7 working days of the disbarment taking place  BSB contact: [Records](mailto:Records@BarCouncil.org.uk) |
| 8 | Name change details   1. Bar Member Number (if available); 2. Inn ID Number; 3. Title and Name; and 4. Date of birth. | Sharepoint | To ensure the practising data is up to date | Within 7 working days of notification to the Inn’s and provision of name change documentation  BSB contact: [Records](mailto:Records@BarCouncil.org.uk) |

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|  | **Personal data to be shared by the BSB to the Inns before Call** | | | | |
|  | **The information to be collected** | **How it will be collected** | **What it will be used for** | **When will it be shared** |
| 9 | For those seeking re-admission   1. Bar Member Number; 2. Title and Name; 3. Date of birth; and 4. Any factual information which may question whether they are a fit and proper person, following a request from the Inn as set out in line 1[[9]](#footnote-9).   This may include:   * The original finding that led to the disbarment * Withdrawn or dismissed cases[[10]](#footnote-10) * Certificates of good standing * Disciplinary action by another regulator * Concerns over fraudulent certificates | Email (or Sharepoint if document sharing) | Following a request from an inn, the BSB will supply factual information the Inn/ICC can use to determine a readmission application | Within 7 working days of the request  BSB contact: [Enforcement](mailto:LShepherd@barstandardsboard.org.uk) |
| 10 | For those seeking Admission to an Inn/Call to the Bar as a Transferring Qualified Lawyer.   1. Title and Name; 2. Date of birth; and 3. Any factual information which may question whether they are a fit and proper person, following a request from the Inn.   This may include:   * Disciplinary action by another regulator (or relevant body), including withdrawn or dismissed cases[[11]](#footnote-11) * Certificates of good standing * Concerns over fraudulent certificates / qualifications. | Email (or Sharepoint if document sharing) | Following a request from an inn, the BSB will supply factual information the Inn/ICC can use to determine an Admission application from a Transferring Qualified Lawyer | Within 7 working days of the request  BSB contact: [Authorisations](mailto:authorisations@BarStandardsBoard.org.uk) |
| 11 | Enrolment spreadsheet showing the number of students enrolled at each Inn, subdivided by:   * Title and Name; * Date of birth; * AETO (Provider/Site); and * The Inn the student is a member of. | Sharepoint | So that the Inns hold the details of a student’s vocational provider and to facilitate the administration of Fit and Proper Person Checks (including ongoing conduct matters) and Qualifying Session Programmes | Within 10 working days of the BSB receiving this personal data from the provider.  BSB contact: [Authorisations](mailto:authorisations@BarStandardsBoard.org.uk) |
| 12 | Pupillage registration details for those entering Pupillage/Work-based Learning before being Called.  Information to shared:   * Title and Name; * Date of birth; * Pupillage/Work-based learning provider; and * The Inn the student is a member of. | Sharepoint | So that the Inns hold the details of a student’s Pupillage provider and to facilitate the administration of Fit and Proper Person Checks (including ongoing conduct matters) and compulsory training courses during pupillage | Within 10 working days of the BSB receiving the registration details Pupillage/Work-based Learning provider.  BSB contact: [Authorisations](mailto:authorisations@BarStandardsBoard.org.uk) |

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|  | **Personal data to be shared by the BSB to the Inns after Call** | | | | |
|  | **The information to be collected** | **How it will be collected** | **What it will be used for** | **When will it be shared** |
| 13 | Details of any ongoing conduct investigations for individuals who are seeking voluntary disbarment. | Email (or Sharepoint if document sharing) | The Inns will use the shared personal data to consider whether the individual should be allowed to voluntarily disbar or whether this should be postponed until the outcome of any investigations | Within 7 days of being notified that the barrister wishes to voluntarily disbar  BSB contact: [Enforcement](mailto:LShepherd@barstandardsboard.org.uk) |
| 14 | Details of pupillage:   * Bar Member Number; * Title and Name; * Date of Call; * Type of pupillage (Full/Reduced); * Dates of pupillage (include length of pupillage (eg 12, 18, 24 months); * Pupillage/Work-based Learning AETO; * AETO address; and * Circuit. | Sharepoint | The Inns will use the shared data to ensure that pupils completing a non-practising period attend and complete their pupil's advocacy, course prior to commencing a practising period. | On a regular basis (eg weekly, fortnightly). Frequency is agreed with the Inns, and increased/decreased as needed  BSB contact: [Authorisations](mailto:authorisations@BarStandardsBoard.org.uk) |

# Annex 2 - Data Protection Officer/Lead

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| **Figure 1 – Data Protection Officer/Lead at the BSB** - This table sets out the contacts at the BSB through which contact between the Parties will be channelled. | | |
| **Data Protection Officer/Lead** | The shared personal data below is that which the DPO is responsible for responding to data access requests, queries or complaints. | The shared personal data below is that which the DPO is responsible for determining the individuals within their team who can access the shared personal data. |
| **DPO**  Hilary Pook  [HPook@barcouncil.org.uk](mailto:HPook@barcouncil.org.uk)  0207 611 1398 | | |
| **Head of Authorisations**  Victoria Stec  [VStec@BarStandardsBoard.org.uk](mailto:VStec@BarStandardsBoard.org.uk)  0207 611 1457 | * Student membership information * AETO enrolment * Work-based learning/pupillage starters (if prior to being Called) * Applications to the BSB from AETOs and/or Pupil Supervisors * Misconduct matters for transferring lawyers * Pupillage details * ICC hearing information * Waivers from Qualifying Sessions * Waivers from DBS checks | * Student membership information * AETO enrolment * Work-based learning/pupillage starters (if prior to being Called) * Applications to the BSB from AETOs and/or Pupil Supervisors * Misconduct matters for transferring lawyers * Pupillage details * ICC hearing information * Waivers from Qualifying Sessions   Waivers from DBS checks |
| **Authorisation manager**  Sophie Maddison  [smaddison@barstandardsboard.org.uk](mailto:smaddison@barstandardsboard.org.uk)  Contact inbox: [authorisations@BarStandardsBoard.org.uk](mailto:authorisations@BarStandardsBoard.org.uk) | Authorisations   * Student membership information * AETO enrolment * Work-based learning/pupillage starters (if prior to being Called) * Applications to the BSB from AETOs and/or Pupil Supervisors * Misconduct matters for transferring lawyers * Pupillage details * ICC hearing information * Waivers from Qualifying Sessions * Waivers from DBS checks | Authorisations   * Student membership information * AETO enrolment * Work-based learning/pupillage starters (if prior to being Called) * Applications to the BSB from AETOs and/or Pupil Supervisors * Misconduct matters for transferring lawyers * Pupillage details * ICC hearing information * Waivers from Qualifying Sessions * Waivers from DBS checks |
| **Head of Supervision**  Julia Witting  [JWitting@BarStandardsBoard.org.uk](mailto:JWitting@BarStandardsBoard.org.uk)  0207 611 1468  Contact inbox: [Supervision@barstandardsboard.org.uk](mailto:Supervision@barstandardsboard.org.uk) | Supervision   * Qualifying Sessions records * Fit and proper person records/decisions | Supervision   * Qualifying Sessions records * Fit and proper person records/decisions |
| **Head of Barrister Records and Customer Support**  Dominic Fowler  [DFowler@BarCouncil.org.uk](mailto:DFowler@BarCouncil.org.uk)  **0207 611 1414**  Contact inbox: [Records@BarCouncil.org.uk](mailto:Records@BarCouncil.org.uk) | * Barrister records (following Call to the Bar) * Barrister records following any change in name or other details or following disbarment | * Barrister records (following Call to the Bar) * Barrister records following any change in name or other details or following disbarment |
| **Head of Investigations and Hearings**  Paul Pretty  [PPretty@BarStandardsBoard.org.uk](mailto:PPretty@BarStandardsBoard.org.uk)  0207 611 1314  **Administration Manager**  Lesley Shepherd  0207 611 1364  Contact inbox: [LShepherd@barstandardsboard.org.uk](mailto:LShepherd@barstandardsboard.org.uk) | * Student conduct (fit and proper person checks) * Barrister conduct (post Call) * Individuals seeking voluntary disbarment * Conduct matters for voluntary disbarment * Individuals seeking re-admission * Conduct matters for re-admission * Applications to the BSB from AETOs and/or Pupil Supervisors | * Student conduct (fit and proper person checks) * Barrister conduct (post Call) * Individuals seeking voluntary disbarment * Conduct matters for voluntary disbarment * Individuals seeking re-admission * Conduct matters for re-admission * Applications to the BSB from AETOs and/or Pupil Supervisors |

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| **Figure 2 – Data Protection Officer/Lead at COIC** - This table sets out the contacts at the BSB through which contact between the Parties will be channelled. | | |
| **Position held** | DPO are the designated contacts for the different sets of shared personal data and forresponding to data access requests, queries or complaints. | DPO responsible for determining the individuals within their team who can access the sets of shared personal data. |
| **COIC Director**  James Wakefield  [jwakefield@coic.org.uk](mailto:jwakefield@coic.org.uk)  0207 822 0761 | All matters | All matters |

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| **Figure 3 – Data Protection Officer/Lead at The Inner Temple** - This table sets out the contacts at the Inner Temple through which contact between the Parties will be channelled. | | |
| **Position held** | DPO are the designated contacts for the different sets of shared personal data and forresponding to data access requests, queries or complaints. | DPO responsible for determining the individuals within their team who can access the sets of shared personal data. |
| **Membership Registrar**  Jude Hodgson  [Jhodgson@innertemple.org.uk](mailto:Jhodgson@innertemple.org.uk)  020 7797 8206 |  |  |
| **Education Engagement Co-ordinator**  Tiffany Louis-Byfield  0207 797 8257  [Tlouis-byfield@innertemple.org.uk](mailto:Tlouis-byfield@innertemple.org.uk) | * Membership Information * Student Conduct * Barristers seeking readmission or transferring lawyers * Hearings at the ICC * Call to the Bar * Voluntary withdrawal or disbarment | * Membership Information * Student Conduct * Barristers seeking readmission or transferring lawyers * Hearings at the ICC * Call to the Bar * Voluntary withdrawal or disbarment |

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| **Figure 4 – Data Protection Officer/Lead at The Middle Temple** - This table sets out the contacts at the Middle Temple through which contact between the Parties will be channelled. | | |
| **Position held** | DPO are the designated contacts for the different sets of shared personal data and forresponding to data access requests, queries or complaints. | DPO responsible for determining the individuals within their team who can access the sets of shared personal data. |
| **Data Governance Manager**  Sarah Cates  [s.cates@middletemple.org.uk](mailto:s.cates@middletemple.org.uk)  0207 427 4800 | * Membership Information * Student Conduct * Barristers seeking readmission or transferring lawyers * Hearings at the ICC * Call to the Bar * Voluntary withdrawal or disbarment | * Membership Information * Student Conduct * Barristers seeking readmission or transferring lawyers * Hearings at the ICC * Call to the Bar * Voluntary withdrawal or disbarment |

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| **Figure 5 – Data Protection Officer/Lead at Gray’s Inn** - This table sets out the contacts at Gray’s Inn through which contact between the Parties will be channelled. | | |
| **Position held** | DPO are the designated contacts for the different sets of shared personal data and forresponding to data access requests, queries or complaints. | DPO responsible for determining the individuals within their team who can access the sets of shared personal data. |
| **Director of Education**  David Cameron  [David.cameron@graysinn.org.uk](mailto:David.cameron@graysinn.org.uk)  0207 458 7965 | * Membership Information * Student Conduct * Barristers seeking readmission or transferring lawyers * Hearings at the ICC * Call to the Bar * Voluntary withdrawal or disbarment | * Membership Information * Student Conduct * Barristers seeking readmission or transferring lawyers * Hearings at the ICC * Call to the Bar * Voluntary withdrawal or disbarment |
| **Dermot Doughty**  Director of Finance  [Dermot.doughty@graysinn.org.uk](mailto:Dermot.doughty@graysinn.org.uk)  0207 458 7803 | Dermot Doughty is the Data Controller for the Inn’s business overall. | Dermot Doughty is the Data Controller for the Inn’s business overall. |

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| **Figure 2 – Data Protection Officer/Lead at Lincoln’s Inn** - This table sets out the contacts at Lincoln’s Inn through which contact between the Parties will be channelled. | | |
| **Position held** | DPOs are the designated contacts for the different sets of shared personal data and forresponding to data access requests, queries or complaints. | DPOs responsible for determining the individuals within their team who can access the sets of shared personal data. |
| **Data Protection Officer**  Naomi Johns  [Data.protection@lincolnsinn.org.uk](mailto:Data.protection@lincolnsinn.org.uk)  0207 693 5107 | * Membership Information * Student Conduct * Barristers seeking readmission or transferring lawyers * Hearings at the ICC * Call to the Bar * Voluntary withdrawal or disbarment | * Membership Information * Student Conduct * Barristers seeking readmission or transferring lawyers * Hearings at the ICC * Call to the Bar * Voluntary withdrawal or disbarment |

1. The Privacy Statement which applies to the BSB can be accessed here:

   [https://www.barstandardsboard.org.uk/privacy-statement](https://www.barstandardsboard.org.uk/privacy-statement/).html [↑](#footnote-ref-1)
2. For example, this may be shared as part of the ICC hearings, following a disclosure by an applicant in the admissions declaration. [↑](#footnote-ref-2)
3. In accordance with the Data Protection Legislation, including the Data Protection Act 2018 and UK GDPR. [↑](#footnote-ref-3)
4. Ibid. [↑](#footnote-ref-4)
5. The BSB Privacy Statement can be found [here](https://www.barstandardsboard.org.uk/privacy-statement.html). [↑](#footnote-ref-5)
6. <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/personal-data-breaches/> [↑](#footnote-ref-6)
7. This may include the length of time over which the conduct occurred, special category data and criminal convictions. [↑](#footnote-ref-7)
8. This may include the length of time over which the conduct occurred, special category data and criminal convictions. [↑](#footnote-ref-8)
9. This may include special category data or criminal convictions [↑](#footnote-ref-9)
10. These matters may have been withdrawn or dismissed because they relate to the same barrister who was disbarred but it was decided not to pursue an investigation or hearing, in addition to the disbarment matter [↑](#footnote-ref-10)
11. These matters may have been withdrawn or dismissed because they relate to the same lawyer who was disbarred/struck off by another body but it was decided not to pursue an investigation or hearing, in addition to the disbarment/striking off matter [↑](#footnote-ref-11)