



**Memorandum of Understanding
between
the Office of the Independent Adjudicator (OIA)
and
Solicitors Regulation Authority (SRA)**

Introduction

1. This Agreement sets out a framework for effective liaison and communications by which the Office of the Independent Adjudicator (OIA) and the Solicitors Regulation Authority (SRA) (together 'the Parties' and each respectively 'a Party') will work together and share information in order to meet their respective responsibilities in the higher education sector.
2. The aims of this Agreement include:
 - a. Effective working, information sharing and communication to assist both parties in the public interest
 - b. To provide a framework for effective working communication between the two organisations
3. The OIA and the SRA recognise and respect their differing duties, operational priorities and constraints, independence of remits and confidentiality requirements. However, in the public interest they commit themselves to professional co-operation.

Legal status and effect

4. Nothing in this Agreement shall, or is intended to create any rights, liabilities or obligations which would have a binding effect in law. Nevertheless, the parties are genuinely committed to pursuing the aims and purposes of this Agreement in good faith and intend to act in accordance with its terms on a voluntary basis.

Roles and responsibilities

The SRA

5. 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 has statutory power under s 2 of the Solicitors Act 1974 to make regulations covering the education and training for persons seeking to be admitted as solicitors in England and Wales.

6. In exercise of that power, the current pathway to admission includes, amongst other routes, a qualifying law degree (QLD) or its equivalent through the Graduate Diploma in Law (GDL) (also known as the Common Professional Examination (CPE)) and completion of the Legal Practice Course (LPC). Although the SRA is not a regulator of Higher Education, it does specify the content and standard for these professional qualifications and if a provider has failed to meet those standards, the SRA may remove its accreditation/approval. A list of such providers is set out on the SRA's website at xxxx.
7. From Autumn 2021 the SRA is bringing in a new centralised, single end point assessment of the competence for individuals wishing to be admitted as solicitors – the Solicitors Qualifying Examination (SQE). Although the SRA will not have any oversight of the organisations providing preparatory training for the SQE, the SRA does have a legitimate interest in making sure that the training market is operating fairly and competitively.
8. The pathways to admission set out in paragraph 6 above will continue through transitional arrangements post introduction of the SQE until approximately 2032.

The OIA

9. The OIA is a company limited by guarantee and is governed by its memorandum and articles of association. It is also a registered charity. The OIA Scheme was designated under the Higher Education Act 2004 which established an independent scheme to adjudicate on student complaints against universities in England and Wales, without charge to complainants.
10. The OIA became designated operator of the student complaints scheme in January 2005. The OIA's remit was extended by the Consumer Rights Act 2015 and was further extended by Higher Education and Research Act 2017.
11. Governing bodies of "qualifying institutions" are required to comply with the Scheme rules. "Non-qualifying institutions" may apply to join the Scheme. The OIA has the duties of the Designated Operator under the 2004 Act to publish the Scheme and supply relevant information to the appropriate UK and Welsh Assembly Government Ministers.
12. Under the Scheme, which is funded by annual member subscriptions based on student numbers, together with a smaller 'case-related element', the OIA has a wide remit to consider complaints about an 'act or omission' by a member provider, brought by a student or former student. The OIA will not interfere with matters of academic judgment, nor does the OIA consider complaints about admissions, employment-related issues or matters that have been, or are being, considered by a court. Generally, a complainant must have first exhausted the member provider's internal processes before bringing a complaint to the OIA.



Information shared

13. Where it is lawful and in the public interest to do so, the parties agree to disclose information to the other where their roles and independent functions inter-relate and where it is appropriate to share information and contribute to the respective work of the other organisation.
14. The nature of information shared under this Agreement may include, although is not limited to:
 - a. Information that the SRA has which may assist the OIA in undertaking a review of complaints by individual students or groups of students;
 - b. Information that the SRA has about systemic issues which may assist the OIA in undertaking a review of complaints;
 - c. Summary of information gathered through the OIA scheme which identifies broad themes and concerns about quality and standards of providers offering training to students preparing for admission as a solicitor, including by the providers of QLDs, the GDL/CPE, LPC and in due course the SQE;
 - d. Information that the OIA has, including information obtained through complaints referred to the OIA, that may have implications for or assist the SRA in exercising its functions;
 - e. The OIA and SRA will inform each other where there are significant developments or announcements which may impact the other organisation's work.

Information Received

Use of information received

15. The recipient of information received from the other party will use the information only for proper purposes, such as regulatory, disciplinary, contractual or other legal investigations or proceedings. Proper purposes shall include activities carried out to fulfil the SRA and OIA's core functions, as described above, including evaluation of the effectiveness of its regulatory framework, systems and procedures relating to the training and assessment of solicitors. Proper purposes may also include further lawful disclosure of the information such as to persons under investigation, witnesses, legal advisers, other regulators and professional bodies.
16. The parties agree to liaise or co-operate where appropriate to avoid action that prejudices or may prejudice an investigation by another party or person.

Confidentiality of information received

17. Information provided by each party may be confidential. Each party will observe confidentiality as required in relation to shared information which is not in the public domain. Information must not be disclosed by the receiving party to any third party without the agreement of the originating party.
18. The confidentiality of the information shared is subject to any overriding legal obligations on the parties to disclose information. Where one party is obliged



to disclose information to a third party, it will inform the originating party as soon as is practically possible.

Security, Retention and Assurance

19. Each party will take appropriate measures to ensure the security of the information received. Access to information shared will only be granted to those who have a genuine business need.
20. The parties agree to:
 - a. report data losses or wrongful disclosure to the SPOCs.
 - b. only hold it while there is a business need to keep it;
 - c. destroy it in line with applicable guidelines;
 - d. provide assurance that they have complied with these principles, upon request.

GDPR, the DPA, Human Rights Act 1998 (HRA) and common law

21. Both parties undertake to comply with the requirements of the GDPR and the DPA and any relevant codes of conduct or certifications alongside the HRA and common law principles of confidentiality and privacy in the operation of this agreement.

Freedom of Information (Fol) Act 2000

22. Neither the SRA nor the OIA are bodies subject to the Fol Act. However, in the interests of transparency the SRA operates its own Transparency Code aimed at reflecting the provisions of the Fol Act. Openness is one of the OIA's Core Values. If a request for information 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.

Practical exchange of information

23. All information exchanged between the parties should be passed via nominated Single Points Of Contact (SPOC). The SPOC for the SRA is the Director of Education and Training.
24. The SRA has a Fraud and Confidential Intelligence Bureau (FCIB) whose role includes the lawful facilitation of intelligence and information sharing with other bodies. The SRA Head of the FCIB acts as a SPOC in all other cases.
25. The SPOC for the OIA is the Head of Public Policy.
26. This Agreement recognises that some circumstances will require special handling and nothing prevents the organisations from making exceptional



arrangements to meet specific or urgent needs in relation to a particular case or cases.

Resolving issues

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

Reporting and review arrangements

28. This Agreement will remain in force until terminated by either party. Either party can terminate this Agreement by giving the other Party no less than three months' notice, in writing. In such cases the Agreement will terminate on the last day of the full month that is three months after the written notice being served.
29. Either party may propose amendments to this Agreement at any time but to become effective an amendment requires agreement of the other Party. Any changes to this Agreement will be agreed in writing. Amendments will come into effect on a date to be agreed by all Parties.
30. The parties will use their best endeavours to review its operation annually.
31. This agreement will cease to have effect if either Party is wound up and will not bind any successor bodies unless transfer is agreed and the agreement reissued under the name of the successor.

Liaison

32. There will be regular meetings between the officers of both Parties and in addition, there may be regular informal contact at operational level.

Transparency

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

Signatories

for the OIA

Date: 13 March 2010

Name: Ben Elger

Description: Chief Executive

for the SRA

Date: 9 March 2020

Name: Carol Westrop

Description: Head of Legal Policy

