

Memorandum of Understanding

between

**The Office of the Immigration
Services Commissioner**

and

CILEx Regulation Limited

PARTIES

1. The parties to this Memorandum of Understanding are:
 - a. The Office of the Immigration Services Commissioner (OISC) and
 - b. CILEx Regulation Limited (CRL).

PURPOSE

2. The purpose of this Memorandum of Understanding (“MoU”) is to provide a framework for co-operation, co-ordination and the sharing of information between the Office of the Immigration Services Commissioner (“OISC”) and CILEx Regulation Limited (“CRL”)
3. Neither party will incur any legal liability arising solely from non-compliance with this MoU and nothing in this MoU shall be construed as requiring the OISC or CRL to take any action which would otherwise be prohibited by law. The MoU does not create any legal right or obligation by any third party against either party and nor does it fetter the discretion of either party in its exercise of its work. Nevertheless, both the OISC and CRL are genuinely committed to pursuing the aims and purposes of this MoU in good faith and intend to act in accordance with its terms.

ROLES AND RESPONSIBILITIES

4. The OISC was established by the Immigration and Asylum Act 1999 (as amended), to ensure that those who provide immigration advice and services are fit and competent to do so. It may receive complaints about persons providing immigration advice and services irrespective of whether such persons are OISC directly regulated or regulated by one of the Approved Regulators for the purposes of paragraph 1 of Schedule 4 to the Legal Services Act 2007. The OISC will refer complaints relating to those persons authorised by the Approved Regulators to the Legal Ombudsman with whom it has an MoU.
5. The Chartered Institute of Legal Executives (CILEx) is the professional body representing Chartered Legal Executives (also known as Fellows) and individuals in other grades of CILEx membership. CILEx is an Approved Regulator under the Legal Services Act 2007 and has delegated its regulatory functions to CRL.
6. CRL is the regulatory body for Chartered Legal Executives (Fellows), CILEx Practitioners, CILEx Authorised Entities and individuals in other grades of CILEx membership.

AIMS

7. Taking account of the regulatory objectives set out in the Legal Services Act 2007, and the Immigration and Asylum Act 1999 (as amended), whereby the OISC has a duty to ensure that those that provide immigration advice and /or services are fit and competent to do so, the aims of this MoU include:

- a) a framework for lawful information sharing about regulated bodies and persons, or those applying to either party for authorisation to be a regulated body or person;
- b) consumer protection and redress through increased collaboration and co-ordination between the parties;
- c) co-ordinated approach to oversight, which aims to reduce regulatory cost through the minimisation of duplication of effort.

PRINCIPLES

8. The regulatory objectives in the Legal Services Act 2007 establish the key guiding principles of this MoU. Further principles are set out below to assist in a fuller understanding of how the parties will co-operate and collaborate.

Sharing of Information

9. This MoU is guided by statutory, regulatory, common law and other considerations, duties, obligations and constraints as they apply to the sharing and disclosure of information in the operation of this MoU including the Data Protection Act 2018, General Data Protection Regulation the Human Rights Act 1998 and common law duties, including confidentiality and privacy.
10. The appropriateness and lawfulness of sharing the information will be determined by the disclosing party on a case by case basis and is subject to the condition that the receiving party is reasonably considered able to take regulatory or other proper action upon that information.
11. Pursuant to S.93 (1) Immigration and Asylum Act 1999 (as amended) CRL may give the Commissioner information which is necessary for the discharge of the Commissioner's functions.
12. The parties agree to use the information shared only for lawful purposes, such as regulatory, disciplinary, contractual or other legal, enforcement or regulatory investigations or proceedings. This information will not be kept longer than is necessary for these purposes. The disclosing party will notify the receiving party of any restrictions on the use to which the information can be put and any restrictions which apply to the onward disclosure of the information.
13. The parties agree to disclose information to each other to enable:
- a) the risk to the public posed by a regulated body, or person, including an applicant, to be identified and or investigated;
 - b) alleged criminality, misconduct or other failures to be properly investigated and decided upon by the most appropriate party;
 - c) the protection of the interests (financial and otherwise) of consumers.

Co-ordinated Oversight and Minimisation of Duplication of Effort

14. The parties will co-operate where appropriate in co-ordinating oversight and investigation.
15. Where one of the parties identifies that the other party may have a lawful interest in issues or persons subject to an investigation, it will discuss the proposed investigation with the other party and determine whether further exchange of information is appropriate.
16. Investigations will usually be undertaken or led by the regulator of the relevant body rather than by the regulator of any particular individual within it. Where both parties have a proper interest in issues, regulated bodies or persons, the parties will agree the most appropriate steps to deal with the matter, including but not limited to identifying the lead party or working in parallel to avoid unnecessary duplication of work.
17. Each party will notify the other promptly and usually within 28 days, of proceedings or findings against each other's regulated bodies or persons.

Transparency

18. The parties will work together to ensure common and consistent standards to ensure that consumers understand about the different roles of each organisation.

INFORMATION GOVERNANCE AND SECURITY

19. This MoU will be complemented and supported by written operational procedures which will include detailed provisions for information governance and security, including the practical exchange of information under the Data Protection Act 2018.
20. Given the confidential and sensitive nature of the information likely to be shared by the parties, at a minimum these procedures will cover:
 - a) the nature and content of the information that may be shared, including how the accuracy of that information will be ensured;
 - b) common rules for the retention and deletion of the shared information and procedures for resolving any differences between the parties;
 - c) common technical and security arrangements and policies, including the transmission of and access to the shared information;
 - d) data protection and security policies and staff training.

REVIEW AND REPORTING

21. This MoU will remain in force until terminated by either of the parties.
22. The parties will use their best endeavours to review its operation on an annual basis and consult each other with a view to improving its effectiveness and to resolve any difficulties.
23. Any changes to this MoU will be agreed in writing by the parties.

24. Any issues or difficulties will be resolved through discussion between the parties.

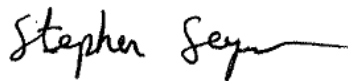
COMMENCEMENT DATE

25. This MoU will come into effect when signed by both of the parties.

PUBLICATION

26. This MoU is a public document and the parties may publish it as they see fit.

SIGNATORIES



for the OISC

Date 26 July 2019

Name: Stephen Seymour

Description: Director of Operations



for CRL

Date 26 July 2019

Name: Helen Whiteman

Description: Chief Executive