

23 January 2025

IC-352761-J7F7

## Request

In summary, you asked us:

### **"1. Governance and Oversight**

#### **Relevant Clause:** *Clause 7.1*

*UKAS and the ICO must ensure that representatives attending quarterly progress meetings are suitably qualified.*

#### **Request:**

- *What measures has the ICO taken to verify the qualifications and suitability of UKAS representatives, particularly senior personnel such as Georgia Alsop (Finance Director and Data Protection Officer), to comply with Clause 7.1?*
- *Has the ICO reviewed UKAS's governance arrangements or received documentation to confirm compliance with this obligation?*

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### **2. Public Funding Oversight**

**Relevant Clauses:** *Clause 3.4 (Acting with reasonable care and skill in public funding)*

#### **Request:**

- *How has the ICO ensured that UKAS complies with Clause 3.4 in managing public funding from the Department for Business and Trade (DBT), totaling **£2,484,000** between 2019 and 2024?*
- *Has the ICO reviewed UKAS's use of these funds in alignment with its obligations under the Agreement?*

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### **3. Data Protection Compliance and Conflicts of Interest**

**Relevant Clauses:** *Clause 10 (Compliance with Data Protection Legislation)*

#### **Request:**

- *Has the ICO reviewed potential conflicts of interest concerning Georgia Alsop's multiple roles (Finance Director, Data Protection Officer, Trustee of Lincolnshire Action Trust, and UKAS Pension Trustee)?*
  - *Was the ICO aware that Georgia Alsop authored the Terms of Business, referencing WP29 guidance which identifies conflicts of interest for Finance Directors serving as DPOs?*
  - *Has the ICO investigated UKAS's compliance with data protection requirements in light of these overlapping roles?*
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#### **4. SAR Handling and Evidence Governance**

**Relevant Clauses:** *Clause 7.3 (Providing necessary information for compliance verification)*

**Request:**

- *Has the ICO reviewed UKAS's handling of Subject Access Requests (SARs), particularly where decisions were delegated to individuals previously implicated in withholding evidence during investigations?*
  - *Has the ICO taken steps to ensure impartiality and compliance in SAR handling by UKAS?*
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#### **5. Quarterly Reports and Record-Keeping**

**Relevant Clauses:** *Clause 7.2 (Quarterly reports) and Clause 7.4 (Accurate records for six years)*

**Request:**

- *Has the ICO reviewed the quarterly reports submitted by UKAS to ensure compliance with governance, funding, and data protection obligations?*
- *Were any discrepancies or gaps identified in these reports, and what actions were taken to address them?"*

Your request referred to the 'Agreement for Accreditation Services' (the Agreement), which can be found [here](#).

Some of your questions have paraphrased sections of the Agreement, however we have used the wording from the document to respond to your requests.

We have handled your request under the Freedom of Information Act 2000 (the FOIA).

### **Our response**

For ease of understanding, we will answer each section of your questions in turn.

#### **1. Governance and Oversight**

**Relevant Clause:** *Clause 7.1*

**UKAS and the ICO must ensure that representatives attending quarterly progress meetings are suitably qualified.**

**Request:**

- ***What measures has the ICO taken to verify the qualifications and suitability of UKAS representatives, particularly senior personnel such as Georgia Alsop (Finance Director and Data Protection Officer), to comply with Clause 7.1?***
- ***Has the ICO reviewed UKAS's governance arrangements or received documentation to confirm compliance with this obligation?***

The Agreement states that 'both shall ensure that its representatives are suitably qualified to attend such meetings,' meaning that the ICO and UKAS are responsible for ensuring that their own employees are qualified to attend.

This means that the ICO is not responsible for verifying the qualifications of UKAS staff at quarterly meetings, and so no information is held within the scope of this part of your request.

## **2. Public Funding Oversight**

**Relevant Clauses: Clause 3.4 (Acting with reasonable care and skill in public funding)**

**Request:**

- ***How has the ICO ensured that UKAS complies with Clause 3.4 in managing public funding from the Department for Business and Trade (DBT), totaling £2,484,000 between 2019 and 2024?***
- ***Has the ICO reviewed UKAS's use of these funds in alignment with its obligations under the Agreement?***

Section 3.4 of the Agreement states a series of things that 'each party shall' do to perform its obligations. As above, this clause refers to the ICO and UKAS managing themselves and is not instruction for one to inspect the other.

Additionally, this section does not refer to public funding or the review or either organisations' use of its funding.

This means that this part of the Agreement does not require the ICO to oversee UKAS's management of public funding. UKAS's funding arrangements are outside of the scope of the ICO.

Therefore, no information is held within the scope of this part of your request.

## **3. Data Protection Compliance and Conflicts of Interest**

**Relevant Clauses: Clause 10 (Compliance with Data Protection Legislation)**

**Request:**

- ***Has the ICO reviewed potential conflicts of interest concerning Georgia Alsop's multiple roles (Finance Director, Data Protection Officer, Trustee of Lincolnshire Action Trust, and UKAS Pension Trustee)?***
- ***Was the ICO aware that Georgia Alsop authored the Terms of Business, referencing WP29 guidance which identifies conflicts of interest for Finance Directors serving as DPOs?***

- ***Has the ICO investigated UKAS's compliance with data protection requirements in light of these overlapping roles?***

Clause 10.1 of the Agreement states:

*"The parties shall comply with their respective obligations under the data protection legislation"*

This section is a general obligation for both organisations to comply with their data protection obligations.

The ICO would investigate any issues with UKAS's compliance with data protection legislation in the same way we investigate any other organisation. In most cases, this means investigating an issue when a complaint has been raised with us.

No complaints have been raised regarding UKAS's DPO and so the ICO has not investigated this. Therefore, no information is held within the scope of this part of your request.

#### **4. SAR Handling and Evidence Governance**

***Relevant Clauses: Clause 7.3 (Providing necessary information for compliance verification)***

***Request:***

- ***Has the ICO reviewed UKAS's handling of Subject Access Requests (SARs), particularly where decisions were delegated to individuals previously implicated in withholding evidence during investigations?***
- ***Has the ICO taken steps to ensure impartiality and compliance in SAR handling by UKAS?***

Clause 7.3 of the Agreement does not reference SARs, and so the ICO has not reviewed UKAS's handling of SARs under this part of the Agreement.

However, the ICO has received 3 data protection complaints regarding UKAS's handling of SARs. These were investigated in line with the ICO's normal [complaint handling procedures](#).

This means that the ICO has reviewed UKAS's handling of SARs in the context of the complaints received and has provided information on data protection compliance as it relates to those complaints.

**5. Quarterly Reports and Record-Keeping**  
**Relevant Clauses: Clause 7.2 (Quarterly reports) and**  
**Clause 7.4 (Accurate records for six years)**

**Request:**

- ***Has the ICO reviewed the quarterly reports submitted by UKAS to ensure compliance with governance, funding, and data protection obligations?***
- ***Were any discrepancies or gaps identified in these reports, and what actions were taken to address them?***

The ICO and UKAS hold regular 6-weekly meetings to discuss progress on incoming applications for certifications or for accreditation, certification criteria or accreditations under development, approval of criteria or formal accreditations and other reporting issues as required, or other relevant issues as arising.

Quarterly reports are currently provided verbally during these meetings and minuted. This is due to the current low number of accreditation schemes.

'Quarterly reports' in 7.2 of the Agreement are as detailed in Annexe 3. They do not include requirements on governance, funding, data protection obligations or SARs.

This means that compliance with governance, funding, and data protection obligations are not in scope of the information required for quarterly reports and so are not included. This means that no information is held within the scope of this part of your request.

This concludes our response to your request.

**Next steps**

You can ask us to review our response. Please let us know in writing if you want us to carry out a review. Please do so within 40 working days.

You can read a copy of our full review procedure [here](#).

If we perform a review but you are still dissatisfied, you can complain to the ICO as regulator of the FOIA. This complaint will be handled just like a complaint made to the ICO about any other public authority.

You can [raise a complaint through our website](#).

## Your information

Our [Privacy notice](#) explains what we do with the personal data you provide to us, and set out your rights. Our retention schedule can be found [here](#).

Yours sincerely



Information Access Team  
Risk and Governance Department, Corporate Strategy and  
Planning Service  
Information Commissioner's Office, Wycliffe House, Water  
Lane, Wilmslow, Cheshire SK9 5AF  
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