From: Parsons, Andrew gro

Sent: Mon 09/12/2013 1:03:32 PM (UTC)

To: Belinda Crowe GRO ; Chris

Aujard GRO

Cc: Claire Parmenter GRO

Subject: Second Sight Engagement Letter [BD-4A.FID20472253]

Attachment: __DOC_27882026(3)_Second Sight Engagement Letter.DOCX

Attachment: _DOC_27882026(1)_Second Sight Engagement Letter.DOC

Belinda

Please find attached an updated engagement letter that addresses your comments. I've slightly re-jigged the letter to put all the definitions at the top of the letter rather than scattering them throughout the document.

You posed a question at (the old clause) 5.3 about whether that clause applies to both written and other forms of information - I confirm that it applies to information in all formats (including know-how in a person's head).

I've also given POL a right to terminate the appointment - see 4.2.

The fee schedule is still blank at the moment. I've attached the first version of the letter which had a few options for the fee structure with SS. Do you wish to consider using any of these or would you prefer to go with a simple time-cost model?

Kind regards Andy

Andrew Parsons Senior Associate

for and on behalf of Bond Dickinson LLP

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Fax:

GRO

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Sent: 07 December 2013 19:27 To: Chris Aujard; Parsons, Andrew

Subject: _DOC_27882026(2)_Second Sight Engagement Letter

With many thanks to Andy for this draft. It looks to nail things down very tightly.

A have a few comments.

My first point relates to the first paragraph. Are we really appointing on behalf of the WG? It occurs to me that if that is the case it might consider it has a say in the contract. Should it be Post Office is appointing to provide services to the WG?

I have made a few other comments/suggestions in track changes (if they appear clumsily done, it is because an iPad is not great for tracking.

I will follow with a copy of the latest invoice which sets out the hourly rate for the fees schedule.

I also notice that there is nothing about the point at which the contract terminates. Would it be possible to include something to the effect that the contract/role ends when the final case has been determined by the Working Group in relation to whether it is

appropriate for mediation. A thought I had is that in other standard contract we couch this in terms of deliverables - that may not be appropriate for this.

I would be keen to get this out asap as I am sure we will need to discuss and I would like to make sure we do this before SS completes its first report. Ideally we should get thhis to them mid-week.

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