
From: Chris Aujard[IMCEAEX-
_O=MMS_OU=EXCHANGE+20ADMINISTRATIVE+20GROUP+20+28FYDIBOHF23SPDLT+29
_CN=RECIPIENTS_CN=CHRISTOPHER+20AA0452485-80B7-40D2-ADE7-
6F6FEAE19CC3F88;] GRO

Sent: Tue 25/03/2014 8:52:23 AM (UTC)

To: Paula Vennells[paula.vennells;] GRO

Cc: Martin Edwards[martin.edwards;] GRO

Subject: RE: SS engagement letter

We tried that, and went round the houses several times on it. In the end, we reached a position (which Tony was comfortable with) where the letter only deals with the work that they are doing for the WG. That said, the confidentiality provision in the letter does by its nature provide some protection in that it prevents them from divulging information about the post office to 3rd parties, including MPs, without our express consent - the idea here was that we could give them consent (say in the form of a side letter) to issue some form of "end of term" report should we want (and should the WG agree). This works to our advantage in that our position would clearly be that all the information that we have given them is caught by this provision (and by the earlier NDAs that Susan had them sign) and accordingly they cannot divulge any information, including their so-called "job 1" report, without our approval. Unhappily, that doesn't prevent them from preparing such a report and then getting MPs to put pressure on us to have it released.....

-----Original Message-----
From: Paula Vennells
Sent: 25 March 2014 08:11
To: Chris Aujard
Cc: Martin Edwards
Subject: Re: SS engagement letter

Yes, thanks.
Does the letter restrict them in the context of Ron trying to open up his brief again last night?

Sent from my iPad

> On 24 Mar 2014, at 21:15, "Chris Aujard" <christopher.aujard;] GRO > wrote:

>
> Hi Paula - I don't have the paper in front of me, but what it says is that we now have agreed all the clauses in the engagement letter, with the exception of the post termination restrictions, which SS want limited to 12 months. If the board agrees that it is comfortable with a 12 month period, we could go ahead and sign the engagement letter and then, should we wish at a later date to terminate it, either 1) give them notice as per the engagement letter (which I am pretty sure is 30 days), or 2) just instruct them via the working group to down tools (the contract is on a time and materials basis). The alternative, as Richard rightly points out, is not to sign any form of engagement letter, and simply tell them we no longer want them to continue to work for us, and stop paying their invoices: the drawback with this second approach is that we then have no post termination restrictions.

>
> Hope that helps!

> Chris

> Sent from my iPhone

>> On 24 Mar 2014, at 08:28 pm, "Paula Vennells" <paula.vennells;] GRO > wrote:

>> Chris, I don't get time to read my Board papers until tomorrow, but I understand from Richard Callard that the Sparrow one says we now have an engagement letter with SS.

>> His very sensible question was will that now prevent us sharing out their work and/or needing to compensate them if we moved to a different approach?

>> Paula

>> Sent from my iPad